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The Solicitors' Journal.

LONDON, JANUARY 4, 1868.

THE CASE OF *Harris v. Bagot*, lately tried before Chief Justice Monahan and a special jury in Dublin, was a remarkable and painful one in many respects; but there is one aspect of the case which it is specially incumbent upon us to notice. It is impossible to read the reports of the case without being convinced that, however important the result of the case might be to the plaintiff and defendant, and no doubt it was extremely important to both of them, the person mainly interested in the case, the person who may almost be said to have been on his trial, was one who in form appeared only as a witness, and that person was Mr. Sidney, a member of the bar and a Queen's counsel, until lately in large practice in Ireland. The action was brought by Mr. Harris, a bill discounter, upon two bills of exchange, alleged to have been accepted by Mr. Bagot, a gentleman of property in the west of Ireland, and of which Mr. Harris was the holder for value. The acceptances were confessedly not written by Mr. Bagot, but by Mr. Sidney; and the sole question for the jury was whether they were accepted by Mr. Bagot's authority, or were mere forgeries. On the plaintiff's behalf the principal witness was Mr. Sidney himself, who swore that Mr. Bagot had given him a general and unqualified authority to accept bills on his behalf. Mr. Bagot denied this. To quote the Chief Justice's words in summing up, "Mr. Sidney's statement was, that the alleged authority was given sometime in the spring or summer of 1864. Unless what he said occurred, he must have committed most gross and wilful perjury. Mr. Bagot, on the other hand, most positively swore not only that that which was deposed to by Mr. Sidney did not occur, but that nothing of any kind, sort, or description did occur, from which it could be inferred that he gave any authority, general or limited, to any extent. He had sworn, point blank, that no such thing ever occurred, and, therefore, in this case it was utterly impossible to reconcile the evidence. It could not be mistake. There must be on the one side or the other downright deliberate falsehood." The confirmatory evidence, on the one side and the other, was unquestionably very evenly balanced, and one person who could probably have told more than anyone else, was unavoidable absent from ill health. But there was one fact proved which, as affecting Mr. Sidney, we cannot pass by. In the summer of 1866 Mr. Sidney left Ireland and went abroad, but before doing so he wrote a letter (under compulsion, he now says) to the defendant, which he himself, not inaptly describes as his death warrant—a letter in which he distinctly admitted these bills to be forgeries. Now either the statements of that letter were true, or they were not. If they were true he had committed forgery there, and he has committed perjury now. If they were not true, he was a party with Mr. Bagot to a shameful conspiracy to defraud, and wrote a wilful lie in furtherance of the objects of that conspiracy. The jury were unable to agree in opinion as to which of these alternative propositions was the true one; and as far as Mr. Sidney is concerned, we do not think it much matters.

THE METROPOLITAN STREETS ACT of last session, by section 26, enacts that "where the fare now payable by law on hiring any hackney carriage, standing on any stand, shall not amount to one shilling, the driver shall be entitled to charge one shilling." This section seems to us to be a specimen of that rarest of all rare things—a clause in an Act of Parliament expressed in clear unambiguous language. It defines the cases to which it is to apply as exactly as possible—viz., cases in which the old fare "shall not amount to one shilling." In all cases, therefore, where the old fare was one shilling or more, the section has no application. Accordingly where a cab is hired off a stand, and driven a distance less than a mile, inasmuch as the old fare would have been sixpence, the Act applies, and the cabman is to have a shilling. If he be taken more than a mile, inasmuch as the old fare was a shilling or more, the Act does not apply, but the fare remains unaltered. Yet the commissioners of police, in the book of fares issued by them, have stated, as the result of this section, that a cabman taken off his stand is entitled to a shilling for the first mile, and sixpence for every additional mile.

We have no doubt that hundreds of disputes must have arisen upon this matter between cabmen and their fares, and hundreds of persons been overcharged, during the two months for which the Act has been in operation, in consequence of this most inexcusable blunder. At last the matter has come before Mr. Mansfield, the police magistrate. A difference having arisen between a gentleman and a cabman, who had driven him a distance of more than one, but less than two miles, as to the fare, the gentleman offering a shilling, and the cabman claiming one shilling and sixpence, they seem to have referred the dispute, in an amicable way, at once to the magistrate. Mr. Mansfield had, of course, no difficulty in deciding against the cabman; but, he added, "I do not impute blame to the driver, as I think he was misled by an oversight in the book issued by authority of the police commissioners." We hope this is not a fair specimen of the way in which business is done in the office of the police commissioners.

A PENDING CASE of alleged bigamy presents a somewhat curious feature. Of course, we are specially anxious not to prejudice the case. Whether or not the gentleman concerned sufficient evidence to satisfy a jury that, as a matter of fact, he had reasonable ground for believing at the time he contracted his marriage in England that the previous marriage ceremony he had gone through in America was invalid, is a question which we are not about to discuss. The point to which we are desirous of calling attention at present is the bare legal one—would such a state of facts if made out be a good defence in point of law to an indictment for bigamy? The maxim is "*Ignorantia facti excusat—ignorantia juris non excusat.*" Here the first marriage ceremony was valid only if performed in accordance with the law of the United States; and foreign laws are regarded by our courts in the light of facts, of which there is no judicial recognition, and which require proof like any other facts. We see, then, that when they come to be given in evidence, foreign laws are regarded as facts. Are they also so regarded in connection with the maxim which we have quoted?

WE ARE GRATIFIED at finding, from a letter received from Mr. Bunyon, that some criticisms which we ventured to make on the subject of the Settlement Policies issued by the Norwich Union Life Insurance Society have been taken in good part, and that some alterations are proposed in the model forms recommended for those policies, so as to assimilate them more nearly to the concise forms usually adopted in the case of settlements of personal estate where the value of the property settled is not very great, and thereby to carry out better the object in view. In particular we notice that the

power of appointing to children is made exclusive, and that a hotchpot clause has been added, both, as it seems to us, for reasons we have given and need not repeat, substantial improvements. We commented in a former article on the absence of maintenance and advancement clauses, rendered necessary by the fact that the society, well qualified in many respects to occupy the status of trustees, could not from its nature fulfil the duties which trusts for such purposes would involve, and we then, having regard to the cases which might be expected to happen frequently of the parents dying leaving some at least of their children infants and unmarried, attached some importance to this defect in the scope of the trusts of the policy moneys. On reconsideration, however, we are inclined to think that much may be said in mitigation of this apparent defect, and that it may as often as not be an advantage that the shares to which the children are entitled in expectancy should be preserved for them intact until majority or marriage.

We feel rather more hesitation in waiving our objection to the proviso which enables the society to distribute the trust fund on the statutory declaration of the widow or any of the children, or any legal personal representative of the settlor. We quite see that some such stipulation is essential for the protection of the society, and that it would be impossible for the latter, without incurring considerable expense, which, if charged against the trust fund, would diminish the usefulness of the settlement policies in question, to procure strict evidence of the persons entitled as *cestuis que trustent*: at the same time we cannot disregard the temptation which the proviso gives to fraud, and should have liked to have discovered some means by which this might be prevented. Perhaps rendering a statutory declaration by the personal representative of the father as well as by the child claiming a share as his or her representative, a condition precedent to the payment of that share might in some cases have been useful, but upon the whole it seems that the evidence required in each case must be left rather to the discretion of the society's officers; and we have no doubt that this will be prudently exercised.

In dismissing the subject we may take the opportunity of expressing our belief that the scheme initiated by the Norwich Insurance Society, but which other similar societies will probably sooner or later adopt, will be decidedly beneficial, and that while marriage settlements will still continue to be made in all or a large majority of the cases in which they have been hitherto made, it will enable and induce persons in those ranks of society which lie between the wealthy classes and those for whom benefit societies are chiefly useful, to secure by this means a provision for their families not liable to be swept away by their creditors.

LORD ST. LEONARDS has addressed a manifesto to the Fenians in England by means of a letter to the *Times*. His Lordship exposes the utter impossibility that their schemes can be assisted by their operations in this country, and points out with much force that the late explosion at Clerkenwell has only served to rouse the loyalty of all classes of Englishmen, who eagerly come forward to act in defence of the public peace. His Lordship winds up his letter by advising all Fenians to leave England as quickly as possible, expressing at the same time a wish that he could with any hope of success implore them "to withdraw from their hopeless and criminal enterprise."

The views thus expressed by Lord St. Leonards are, no doubt, very sound, and it would be very fortunate if he could convince the Fenian leaders of their soundness. But they have not startled us, and we doubt whether they are likely to startle those to whom they are addressed, by their novelty. This, in fact, is exactly what everybody has been saying to the Fenians ever since Fenianism was first heard of, and they have not yet been brought to reason. His Lordship is surely adopting the old expedient of saying "poor fellow" to a mad dog.

WE COMMENTED, in a recent number, upon the course taken by Dr. Kenealy in retiring from the defence of the prisoners Burke and Casey before Sir Thomas Henry, and we do not propose to recur to the subject; but this incident has given rise to a good deal of discussion in the press upon the general question—Under what circumstances is a barrister justified in throwing up the defence of a prisoner which he has once undertaken? This is a question which, in individual cases, it may often be difficult to answer. But upon the principles applicable to the matter we think there ought to be no doubt or hesitation among professional men. So long as the relation of counsel and client subsists, an advocate owes the most absolute loyalty to his client, but to no one else. He is bound to look to the interests of his client in everything, and under no circumstances to utter a word which could discredit him or injure his chances of success. And any confidence he may receive from his client, whether directly, or indirectly through his attorney or other medium of communication, he is bound, not only in honour but in law, to keep sacred. But, on the other hand, no man, by taking upon himself the defence of a prisoner, can divest himself of the obligations of an honest man or a loyal citizen; and, therefore, his position as advocate can never justify him in taking part in a dishonest defence, or a fraud upon justice, or in being party or privy to any contemplated crime. And, as no man can be bound to remain, or justified in remaining, in a position where duties lie upon him impossible to be reconciled, it is plain that if a prisoner's counsel be placed in such circumstances that he cannot act with fidelity to his client without dishonesty or disloyalty, without being party to a fraud or a crime, he must extricate himself from the position by the only means in his power, namely, retiring from the defence. But no circumstances short of this can justify anyone in abandoning a defence once undertaken.

FIVE MORE persons have been sent for trial by Mr. Dix, the Dublin police magistrate, for taking part in the late funeral procession in Dublin. Among them is Mr. Sullivan, the editor of the *Nation* newspaper. Mr. Sullivan made an elaborate speech before the magistrate on his own behalf, and his main ground of defence was that, in taking part in the procession, he had acted in reliance upon a statement of Lord Derby in the House of Lords, with reference to the procession in Cork, that there was nothing illegal in it, and an alleged assurance by Lord Mayo in the House of Commons, that if any doubt were entertained about the legality of such processions, warning would be given to the people by proclamation before any further action was taken. Of course the reply of the Crown counsel was unanswerable—that no statement of Lord Derby or Lord Mayo could make what was legal illegal, or what was illegal legal. But the position is not the less awkward for Lord Derby and Lord Mayo, and these ministers will probably think twice before they give utterance to opinions on points of law for the future.

THE LAWS and customs of the army are always a puzzle to civilians. We can all of us remember a celebrated court-martial which condemned an officer, substantially because he had not broken the law of the land by challenging another to fight a duel; and if the *Army and Navy Gazette* fairly represents the opinion of the army, such a decision can hardly be as surprising to military men as to the rest of the community. The *Army and Navy Gazette*, after referring to a recent court of inquiry held with reference to certain matters affecting a captain in the King's Dragoon Guards, which court appears to have formed an opinion unfavourable to the officer in question, goes on to say: "As regards one episode in the case, we are sorry to feel compelled to say a word. It would appear that the captain in question, under some pressure, had sent in his papers to retire, and when the turn of affairs seemed to render it likely

that he would be obliged to do so, the senior subaltern, who had never been for purchase before, and who had been purchased over several times, returned himself as prepared with the £1,100 necessary for his promotion. Most of our readers will at once know the meaning of this—that the troop must be sold for the regulation instead of the usual regimental price. According to one scale, it is worth £1,800, according to the other £4,500, so that the outgoing man, who had invested the latter sum, would only receive the former, and be out of pocket the whole of the extra money. Of course this extra regulation system is illegal, and, indeed, we may add mischievous, but, nevertheless, it is a custom, and men invest large sums, having faith that those who succeed them will see them substantially reimbursed. Taking advantage in this way of a man under pressure is scarcely worthy of a chivalrous profession, and we cannot congratulate the King's Dragoon Guards upon their following the example of their present neighbours of the 4th, who once encouraged the second subaltern to "go in" for a troop which was apparently about to be vacated by a captain under pressure, for the regulation price.

"We have no doubt that our contemporary is right in saying that the Queen's regulation as to this matter is systematically disregarded; and we have no doubt that its comments represent the opinions of the army on the subject. But such a conflict between law and custom is indescribably mischievous. If the regulation in question is a proper one, it ought to be enforced, and public opinion in the army thus gradually brought into harmony with law. If the regulation be not a proper one, it ought to be changed, and thus law brought into harmony with public opinion. To retain a law in name, and yet allow it to be so universally broken that to act upon it in a particular instance can be fair matter of reproach is monstrous.

THE AUTHORITIES of the ward of Farringdon Without have, we understand, delivered copies of the proceedings of their recent wardmote to the occupants of chambers in the Inner Temple, in common with the occupiers of houses in the ward; and we believe that no obstacle has been placed in their way by the benchers. We do not know whether this act on the part of the ward authorities is an act of mere courtesy on their part, or whether it is intended as a further strategic move towards bringing the Temple within the limits of the ward for purposes of taxation.

WE PRINT, in another column, a letter from "A Madras Vakeel," upon a subject of no small interest to a considerable branch of the legal profession—namely, the bar in India—and of special importance to law students who have come from India for the purpose of being called to the bar in this country, and returning to practise in India. It has hitherto been the rule of the High Court at Calcutta to admit, as of course, any member of the English bar to practise in Calcutta. Lately, however, the Inns of Court have adopted the practice of admitting students to the bar, for the purpose of practice in India only, after a shorter number of terms than the twelve required in ordinary cases. This practice the judges of the High Court of Calcutta strongly object to; and they threaten, in very plain terms, that if the practice is continued, they will no longer recognise an English call as a sufficient qualification for admission to the Calcutta bar; but will adopt some other test of their own. The ground taken by the judges of the High Court seems to be substantially as follows:—They know what the farce called legal education at the Inns of Court is, far too well to suggest that a man's legal attainments will be in any degree affected by his keeping twelve terms, or only eight terms, or none at all. But they say that the English bar is a body, the members of which have, for the most part, a certain social status, and with a certain code of morality and honour,

enforced by the public opinion of the profession. They think it highly important that the Calcutta bar should be similar in social status, and in moral tone, should in fact be as far as possible a limb of the same body; and that this can only be secured by making the conditions of admission the same for the one bar as the other; and therefore they object to the relaxation made by the Inns of Court, in favour of persons intending to practise in India. The Calcutta judges seem to say that if this indulgence is not abandoned, they will establish a test of their own, namely, an examination; on the principle, apparently, that if they cannot get one good thing they may as well have another, if they cannot secure moral tone they may as well have legal knowledge. Mr. Maine also urges that the benchers should reconsider the matter, but not, apparently, so much because he sees any great harm in the relaxation allowed, as because he dreads the threatened alternative as a calamity. The subject is one of considerable difficulty; and we gladly give admission to our correspondent's letter, as it explains the views of a class very materially interested in the matter.

PROFIT COSTS OF SOLICITOR MORTGAGEE WHO ACTS ON HIS OWN BEHALF.

In *Solater v. Cottam*, apparently a suit to carry the trusts of a settlement into execution, 5 W. R. 744, 3 Jur. N. S. 630, Vice-Chancellor Kindersley refused to allow the mortgagee of a life estate under the settlement, and who had acted as his own solicitor, the costs which he had incurred in defending his title other than costs out of pocket. The Vice-Chancellor observed "Now, one principle is, that the mortgagee is entitled, as between him and the mortgagor, to have taken into account, on a suit to redeem, any costs which he has incurred in protecting his title to the mortgaged property. Another principle is that the mortgagee, though he may be entitled to certain expenses properly incurred in relation to the mortgaged property, as the expenses of employing a collector, cannot himself charge for his own trouble. For instance, he may employ a collector, but if he himself takes the trouble of doing it, although it would not be a greater burthen to allow him the remuneration, the principle is, that he shall not be allowed it in his accounts. Putting these two principles together, my opinion is, that I must come to the conclusion that the certificate of the chief clerk is right, and that these costs cannot be allowed."

From the statement of the case, it seems that the mortgagee had under his security been in receipt of rents amounting to £1,100, from which he claimed to deduct, among other moneys, his costs, including profit costs, and it is observable that a mortgagee in possession is constructively a trustee of the rents and profits which he receives (see Lewin, p. 155); but, as the Vice-Chancellor observes, "it is not the same as the case of a trustee being allowed (query disallowed?) his costs," it may be questionable whether he rested his decision on the mortgagee's possession.

In *Price v. Mo Beth*, 12 W. R. 818, 10 Jur. N. S. 579, a puisne mortgagee filed his bill against the prior mortgagee and the mortgagor for redemption and foreclosure. A decree was made in the usual form, directing an account of what was due to the prior mortgagee for principal interest and their costs of the suit. They were solicitors, and had acted for themselves throughout the suit. They had not however been in possession of the mortgaged property. On taxation, the plaintiff objected that they ought not to be allowed profit costs, but the taxing-master allowed them the same costs as he would have allowed them if they had employed other solicitors to act for them.

Mr. Wainwright, the taxing-master, in his reasons for decision, stated, that a solicitor acting for himself, as plaintiff or defendant in a suit, had always been allowed his profit costs as if he had acted for others, except in the

case of a solicitor acting for himself as trustee; that a mortgagee, until he was repaid, was not a trustee, but a creditor; that, up to the case of *Solater v. Cottam*, (*ubi sup.*), the cases in which a mortgagee was not allowed to charge for his time and trouble, seemed to have been cases of a mortgagee in possession receiving his own rents, and doing his own business as any other individual might do, and seemed not to have applied to the privilege of a solicitor acting for himself in a suit, and charging his fees in that suit. In *Solater v. Cottam* the decision was not that the solicitor-mortgagee should not have his profit costs in that suit, but that he should not have profit costs for defending two other suits, which costs he claimed in the nature of just allowances to him as a mortgagee.

A motion was made on behalf of the plaintiff that the taxing-master might be ordered to review his taxation. The items to which objection was taken were "all such items as either wholly or partially had been allowed," whereby the prior mortgagees would derive any pecuniary profit over and above the money out of pocket.

Vice-Chancellor Stuart stated that he did not intend to decide whether or not a solicitor as mortgagee in a suit for redemption and acting for himself, was as a matter of course to have his ordinary full costs of the suit; that was a question to be decided at the hearing. If any reason could be suggested why a solicitor's costs should be merely costs out of pocket, it ought then to be stated and the decree ought so to direct, but as the decree in question had not done so, he held that the taxing-master was "bound to proceed in the usual manner, and ought not to take upon himself the trial of questions which went beyond the decree. The Vice-Chancellor therefore refused the motion, but without the costs.

In *Morgan & Davey's Costs in Chancery*, p. 283, the authors, after citing *Price v. Mc Beth*, add, "but see *ante*, p. 281," apparently referring to *Craddock v. Piper*, 1 M. & G. 664, there cited, as if it were inconsistent with the ruling in the former case. In *Craddock v. Piper*, Lord Cottenham, C. had held (contrary to his first impression, see p. 675) that under an order to tax costs generally, or to tax costs as between solicitor and client, the taxing masters were at liberty to take notice of the fact that the solicitor is also a trustee, and accordingly in that case to disallow costs, except those out of pocket. His Lordship, however, founded his conclusion on the practice of the taxing-master, and even then he thought that there was "a little difficulty in reconciling so large a discretion with what appeared to him to be its proper and legitimate exercise." See p. 676. The inference from *Craddock v. Piper* would rather seem to be, that the practice in the taxing-master's office has a very material bearing on the question. It is noticeable, that in *Solater v. Cottam*, no reference appears to have been made to this practice.

We understand the practice of the taxing-master's office to be—that a solicitor-mortgagee is allowed his costs of suit (coinciding with the rule laid down by Master Wainwright), and this exception to the usual rule, that a party suing in person is entitled only to charge costs out of pocket, may be justified as well on the ground of public policy as upon the principle that a solicitor, as an officer of the Court of Chancery, is, by virtue of his privilege as such, entitled to his fees. Upon general grounds it is certainly advisable that a solicitor-mortgagee should be allowed his profit costs. If this were otherwise, the inevitable result must be either that he would complicate matters by taking the security in the name of a third party (so as not to disclose the fact that he, the solicitor, was himself the real lender), or else he would employ some other solicitor at a possibly increased expense, inasmuch as the previous knowledge possessed by another solicitor of the title and circumstances of the mortgaged property would probably be less than that of the solicitor-mortgagee himself. Hence it may well be for the mortgagee's own advantage, that this rule should be followed, and this the rather as the costs can be taxed; and the taxing-master would doubt-

less be ready to tax as strictly when the mortgagee was his own solicitor as when he acted by another.

The question we have been noticing has been frequently raised of late in the taxing-masters' offices, but in no case has it been adjourned into court. At present the practice may be taken to be as we have said, and we believe the present practice to be the best for all parties. The subject is certainly an important one to the profession.

MINES UNDER AND NEAR RAILWAYS.

Upon the first construction of canals and railways (if our readers can carry back their minds to so remote a period) the mode of dealing with mines was one of the questions which confronted the framers of special Acts. If, on the one hand, the company were compelled, on purchasing the surface of the land required for the construction of their works, to take and pay for the minerals also, a difficulty arose. It would be almost impossible justly to estimate the value of minerals where no mine existed at the time; and serious injustice would probably be done either to the landowner or the company in the attempt. If, on the other hand, the minerals remained the property of the landowner, some provision was necessary to secure the works against the consequences of their subsequent removal. Accordingly, the enactments of all railway and canal Acts upon this point were in principle substantially the same. They all provided that, in the absence of express agreement to the contrary, the company should not purchase the minerals under or near the land required by them; and that the landowner should at any future time have a right to work them. But it was declared that the owner should not work within a prescribed distance of the railway or canal without first giving notice to the company, who thereupon might, if they apprehended danger, stop the further working of the mine, subject to the obligation of making compensation to the owner of the minerals. The Railways Clauses Act, 1845, followed in the same steps. Upon the provisions of this statute a very important question has been raised, which, after much litigation, has just been set at rest by a decision of the House of Lords, in the case of *Great Western Railway Company v. Bennett*,* 15 W. R. 647. Before examining this case it will however be necessary to state the effect of the sections of the Act bearing upon the point. The 77th section enacts that, with an unimportant exception, all mines "shall be deemed to be excepted out of the conveyance" of the lands to the railway company "unless they shall have been expressly named therein and conveyed thereby." The 78th section further provides that if the owner, &c., of any minerals lying under the railway, or within the distance prescribed by the special Act, or where no distance shall be prescribed, forty yards from the line, shall be desirous of working the same, he shall give thirty days' notice to the company of his intention to do so. The company may then, if they are of opinion that the working is likely to damage the railway, stop the further progress of the mines upon making compensation. If they do not so compensate the owner, then (section 79) "it shall be lawful for him to work the said mines . . . so that the same be done in a manner proper and necessary for the beneficial working thereof, and according to the usual manner of working such mines in the district where the same shall be situate; and if any damage . . . be occasioned to the railway or works by improper working of such mines, . . . such damage shall be made good by the owner, &c. of such mines or minerals." The effect of these provisions would seem pretty clear. If the mine approaches the railway, the company may, if they choose, pay compensation for the minerals within the prescribed distance, and so stop further working. If, after notice, they do not choose to do so, the mines may be worked without restriction; and it is only in the case of improper working

* *Vide ante*, Vol. XI., p. 647.

that the mine-owner will be answerable for damage to the line. This conclusion was, however, disputed by the railway company in *G. W. R. Co. v. Bennett* (sup.); and the following ingenious contention was raised. It is the general rule of law that a grant of surface land, even though the minerals be expressly reserved, carries with it the right to adjacent and subjacent support. Thus if a man sells a house, reserving the minerals, he cannot carry a mine under the house so as to occasion damage. If he does so he will be answerable. (See *Wakefield v. Duke of Buccleuch*, 15 W. R. 247.) This principle has been decided by the House of Lords, in the *Caledonian Railway Co. v. Sprot*, 2 Macq. Sc. App. 449, to be applicable to the case of a sale to a railway company, where no special statute intervenes. Hence it was argued in the present case that although the owner of the minerals has, after notice, a right to work and get them, yet the company, like other purchasers, have a right to sufficient support; and, therefore, that such portion only of the minerals can be removed as will leave sufficient to support the line. An attempt was made to explain the language of the Railways Clauses Act, by the suggestion that as a railway requires more than ordinary support, it was this extraordinary support which the company were empowered to obtain on payment of compensation, and which alone was referred to by the Act, the common law right of the company to ordinary support not being affected thereby.

In the present case the sole question was whether Mr. Bennett was entitled, after giving the notices required by the Railways Clauses Act, to work the mines within 40 yards of the line without regard to any damage which he might occasion thereby. The case was virtually an appeal to the House of Lords from the previous decision of *Fletcher v. Great Western Railway Company*, 8 W. R. 501, 4 H. & N., 242, 5 H. & N. 689, on the authority of which the case had been decided in Mr. Bennett's favour in the Court below. The House of Lords, following *Fletcher v. Great Western Railway Company*, affirmed the decisions of the Exchequer Chamber; and held, that if the owner of the minerals gives the prescribed notice, and the company do not avail themselves of the statutory right to stop the working upon payment of compensation, he may then remove the minerals up to the very rails, if he thinks proper; and so long as he works in a proper manner, and in accordance with the custom of the country (if any) he will be blameless. In short, in such a case, he has the same rights which he would have if he were still owner of the surface.

This is distinct enough, and cannot be questioned. It will behove railway companies in future to be careful to guard themselves from such a result, either by purchasing the minerals (by express agreement) at the same time with the surface, or by the exercise of the power given to them by section 78 of the Railways Clauses Act, above mentioned, and by paying compensation accordingly. It must be remembered that this decision affects only cases coming under the Railways Clauses Act. The construction put upon former Acts of a similar nature, but using different language, may be of an opposite character. This is shown by the well-known cases (amongst others) of *Caledonian Railway Company v. Sprot*, 2 Macq. Sc. App. 449, and *North Eastern Railway Company v. Elliot*, 9 W. R. 172, 10 H. L. 333; in both of which it was held, upon the construction of Special Acts, that the railway company had a right to support from the minerals, even within the prescribed distance, and that the mine-owner would therefore be answerable if he removed them to the injury of the railway.

It must be remembered further that questions as to minerals lying beyond the prescribed distance, stand on a different footing. In this case, the only possible conflict which can arise between the railway company and the owner of the minerals, is as to the right of the former to support. It is, of course, improbable that any removal of minerals at such a distance can injuriously affect the line. If, however, such should

be the case, it would seem that the company would be entitled, under their common law right to support, to prohibit any injurious working. (Frend and Ware's Rail. Prec. 28.) This extraordinary result, therefore, follows:—"That as to minerals lying beyond the prescribed distance, the company has an absolute right to support; but that as to minerals lying within the prescribed distance, if the company have powers to purchase and omit to do so, after due notice, the owner may work such minerals in the usual way, without being answerable for any subsidence which may take place." (Yool on Waste, Nuisance, and Trespass, p. 168.) It may therefore happen that a mine-owner may be entitled to remove minerals within the prescribed distance up to the very rails of the line, while at the same time he is unable to work mines at 40 yards' distance for fear of occasioning injury. And it is by no means clear that if the company should succeed in restraining the removal of minerals beyond the prescribed distance, on the ground of their common law right to support, they are in any way bound to give compensation to the owner. The 81st sect. of the Railways Clauses Act may perhaps be held to give a right to compensation in such a case. But it does not appear that there has been any decision on the point under the Consolidation Acts. Under a special Act it was lately decided by Lord Romilly in *Midland R. Co. v. Checkley*. Law Rep. 4 Eq. 19, that there was in such a case a right to compensation. The language of the Act then under His Lordship's consideration differed from that of the Railways Clauses Act: but it is, of course, greatly to be desired that the principle of the decision should be extended to all similar cases.

RECENT DECISIONS.

HOUSE OF LORDS.

EXECUTION OF DEED—PRINCIPAL AND AGENT—IMPLIED AUTHORITY.

Xenos and Another v. Wickham, Ho. of L. 16 W. R. 35.

The main question in this case was whether a certain deed had been duly executed. A deed is an instrument sealed and delivered, and it was contended, in *Xenos v. Wickham*, that there had been no sufficient delivery of the deed. The plaintiffs, who were shipowners, instructed an insurance broker to effect an insurance upon one of their vessels. The broker agreed with the defendants, who were an insurance company (new sued in the name of their chairman), to effect a policy of insurance in accordance with the instructions he had received from the plaintiffs. The defendants made out the policy and signed and sealed it, and left it in the hands of one of their clerks to be given to the plaintiffs or their broker whenever they might choose to call for it. After the policy was so made, the broker, without any authority from the plaintiffs, told the defendants that the insurance was cancelled. The defendants thereupon returned the premium they had received in respect of the insurance, and treated the policy as cancelled. Subsequently the plaintiffs' vessel was lost, and the plaintiffs claimed the amount insured under the policy. The defendants refused to pay—first, on the ground that the policy had never been duly delivered as a deed, inasmuch as it had always remained in their possession. Secondly, on the ground that, even if the instrument had been duly executed, it had been cancelled by the consent and at the request of the plaintiffs. The House of Lords decided both these points in favour of the plaintiffs. Five of the judges delivered opinions on the case in answer to the questions of the House. M. Smith and Wille, JJ., thought that the defendants were not liable on the policy, while Pigott, B., Mellor and Blackburn, JJ., were of opinion that the defendants were liable. The House of Lords took this latter view of the case. The effect of the judgments of the Lord Chancellor and of Lord Cranworth is—that no technical act is necessary for the de-

livery of a deed. A deed may take effect although it is never delivered to the person who is to be benefited by it, or to any person on his behalf. "The efficacy of a deed depends upon its being sealed and delivered by the maker, not on his ceasing to retain possession of it." The deed purported to be signed, sealed, and delivered by the directors in the ordinary course of business, and if that did not make it binding upon the defendants, it is difficult to see what would have that effect. On the second point, viz., whether the broker had any implied authority to cancel the deed, so as to relieve the defendants from liability under it, the House also decided in favour of the plaintiffs. There was not so much difference of opinion on this question. Four out of the five judges who delivered opinions in this case thought that the broker's cancellation of the policy without express authority from his principals did not release the defendants: in other words, that an agent, to make a contract, has no implied authority to rescind it after it has been duly made by him. Willes, J., took a somewhat different view, holding that the transaction between the broker and the defendants was never completed, and that the cancellation must be regarded as part and parcel of that transaction. The Lord Chancellor and Lord Cranworth followed on this point the opinion expressed by the majority of the judges.

CUSTOM OF FOREIGN ATTACHMENT.—LORD MAYOR'S COURT.

The Lord Mayor &c. of the City of London v. Cox and Others, House of Lords, 16 W. R. 44.

This case has decided a most important point respecting the jurisdiction of the Lord Mayor's Court in the City of London. This Court is perhaps the most important court of inferior jurisdiction in England, regard being had to the magnitude of the interests involved in the causes which are daily brought before it. We gave a short account of the jurisdiction of this court not long ago (*ante* 3, 51) and we then explained the effect of the custom of foreign attachment. It is therefore unnecessary at present to do more than point out the effect of the decision in *The Lord Mayor &c. of London v. Cox*, by which this custom has been restricted within much narrower bounds than those which have hitherto been claimed for it. The facts of the case were as follows:—One Farquharson owed money to Messrs. Buckmaster, and Messrs. Cox owed money to Farquharson. In order to obtain payment of their debt Messrs. Buckmaster attached the debt due from Messrs. Cox to Farquharson in Messrs. Cox's hands. The Messrs. Cox then obtained a writ of prohibition from the Court of Exchequer to restrain the Lord Mayor's Court from proceeding in the matter of the attachment. The defendants (the Lord Mayor &c. of London) pleaded, and the plaintiffs (Messrs. Cox) demurred to the plea, and so the question came before the House of Lords in this manner by way of appeal from the Exchequer Chamber which had affirmed a judgment of the Court of Exchequer in favour of the Messrs. Cox. The chief question was whether the Lord Mayor's Court had jurisdiction to issue an attachment under the circumstances of this case. There was, of course, no dispute as to the existence of a valid custom of foreign attachment, but the Messrs. Cox contended that it did not extend to this particular case, as neither the original debt due from Farquharson to the Messrs. Buckmaster nor the debt due from the Messrs. Cox to Farquharson accrued within the local limits of the jurisdiction of the Lord Mayor's Court, nor did Farquharson or the Messrs. Buckmaster or the Messrs. Cox dwell or carry on business in the City of London, to which the jurisdiction of the court is limited. Notice of the attachment was served upon one of the members of the firm of Messrs. Cox while he was casually in the City of London for a temporary purpose.

It was clear that if Farquharson had appeared to defend the action he would have had a good defence, as the debt

was not within the jurisdiction of the Court in which he was sued. The judges were summoned to hear the arguments before the House of Lords and subsequently Willes, J., delivered their opinion to the House in a most learned and elaborate answer to their questions. The whole subject is so fully and ably discussed in this opinion of the judges, that this must for the future be the leading case upon the constitution and jurisdiction of the Lord Mayor's Court. The plea is here pronounced to be bad "because the custom relied upon" (*i.e.* the custom of foreign attachment) "transgresses the local limits, and the customary proceeding is avowedly accessory to a limited jurisdiction, and is incongruous and therefore void as settling up an accessory more extensive than the principal." And again they say "It appears, therefore, in accordance with authority and good sense, to hold that a man who could not be sued in London by his own creditor cannot by the mere act of using the Queen's highway through the City . . . become liable to be sued there under the custom of the place by the alleged creditor of his creditor." The result, therefore, of this decision is (as we briefly noticed *ante*, 51), that the process of foreign attachment can only be duly resorted to when the cause of action arose within the jurisdiction of the Court from which such process issues, and further that a debt due from a third person to the defendant cannot be attached unless the debt accrued within the City, or the party is resident within the City. There was a further question which remained to be decided in this case, viz., whether the garnishees in the Lord Mayor's Court could maintain an action for prohibition without having pleaded in the Lord Mayor's Court. The judges were of opinion that they could do so. The cases and authorities on this point are very fully examined, and the opinion of the judges on this branch of the case, as well as on the question of the validity of the custom, is so exhaustive that for the future, whenever a question arises on either of the points treated of in this opinion, a reference to this case will be sufficient to show whether there is or is not authority upon the point, and if there is authority, will also show what is its true bearing and effect. The opinion of the judges was fully adopted by the law lords who decided the case, so that it may be taken as embodying the judgment of the House of Lords, and that sets at rest all question for the future as to the extent of the custom of foreign attachment.

EQUITY.

UNREASONABLENESS IN DEEDS OF ARRANGEMENT WITH CREDITORS.

Re Richmond Hill Hotel Company: Ex parte King, L. J. C., 16 W. R. 57 (in court below, V. C. W., 4 L. R. Eq. 566.)

A glance at some articles on the subject of deeds of arrangement with creditors, under the Bankruptcy Act of 1861, which have recently appeared in our columns (vol. IX., pp. 1,092, 1,110), will show that the Courts of Common Law are by no means agreed on the answer to be given to the question whether any, and, if any, what kind of unreasonableness will be sufficient to vitiate such deeds. We are glad to find that there is not the same conflict of opinion in Lincoln's-inn on the subject, particularly as the view taken by those equity judges, before whom the point has been argued, appears to us to be the more correct and satisfactory. The deed in the above case consisted of a covenant by the debtor to pay his debts in full, with interest at the rate of five per cent. per annum from the date of the deed, at the expiration of two years from that date, and a covenant by the creditors not to sue during that time. A large majority of the creditors assented, but some calls being made by the company which was ordered to be wound up soon after the date of the deed, the official liquidator endeavoured to enforce payment, contending that the deed was unreasonable, as the creditors received no benefit except the chance of getting more by waiting than by proceeding at once

against the debtor. This objection the Vice-Chancellor thought untenable. The deed was one made between the debtor and his creditors, and relating to the debts and liabilities of the debtor and his release therefrom. He could not regard "unreasonableness" as meaning more than this: that if the majority of the creditors attempted to secure any advantage over the minority the deed was bad. Could he say that the delay of payment for two years made the deed unreasonable? The creditors must judge of that. The following passage from Lord Cairns' judgment, when the case was brought before him on appeal, shows his concurrence with the Vice-Chancellor's expressed opinion, "It was not the duty of the Court to inquire whether there was any unreasonableness in a bargain made between a debtor and his creditors, but merely to see if there was any inequality between the different creditors or any ingredient of fraud. If there were no inequality in the provisions of the deed, and nothing fraudulent in the transaction, then, whether wisely or unwisely, the law had provided that the minority of the creditors were bound by the majority." The Lord Justice had already expressed the same view in *Ex parte Cowen*, 15 W. R. 859, 2 L. R. Ch. 569, and apparently with Lord Justice Turner's concurrence, the latter justly observing, "how could a court of justice determine what it would be reasonable for creditors to accept under all the varied circumstances of arrangements between debtors and their creditors?" We may conclude, therefore, that in equity at least, in the absence of fraud or *mala fides*, no unreasonableness, other than "inequality," will invalidate a deed.

An objection to the deed was taken in the court below on account of the calls due to the company not having been included in the schedule of debts deposited as required by the General Order of 22nd May, 1862. This, the Vice-Chancellor thought, was a question for the Court of Bankruptcy to consider in dealing with the registration, and, the deed having been registered, all he should regard was, whether it came within the Act or not.

The only point on which the judgment of the Court below was reversed was as to the extent of protection afforded by the deed, the Vice-Chancellor having treated it as covering calls not only made prior to its date, but liabilities to future calls. This, of course, consistently with *Re Thompson*, 15 W. R. 969, 2 L. R. Ch. 795, could not be allowed, the deed not being a schedule D deed, or one in which it was provided by the Act that the law and practice in bankruptcy should in all respects be applicable. As to future calls, therefore, it was in operation, and if we were inclined to hold that a deed not fraudulent or unequal could be unreasonable, perhaps the circumstance that it left the debtor exposed to these future liabilities would weigh with us as much as anything; but we have already discussed the question involved in *Re Thompson* (*supra* p. 54), and will not repeat our criticism here.

CAPITAL AND INCOME.

Brown v. Gellatly, L. J. C., 15 W. R. 1168, 2 L. R. Ch. 751.

This was a question of conversion as between tenant for life and remainderman. The testator, a large shipowner, gave his executors power to sell his ships for the benefit of his estate until they could be satisfactorily sold, and authorised them to convert or leave, in its then state of investment, his property invested in certain specified securities, comprising some in which trustees, apart from express authority, would not be justified in investing. The three questions were:—1. How some large profits made by the ships before realisation were to be dealt with; 2. How the income derived from the specified securities, and 3. From some moneys invested by the testator in other securities was to be applied. To make the decision clear we refer for a moment to Lord Eldon's rule in *Hove v. Earl Dartmouth*, 7 Ves. 187, that, where personal property is bequeathed for life with remainder over,

and not specifically, it must be converted into Three Per Cent. Consols, subject to the case of their being any real securities, when an inquiry must be directed whether it will be for the benefit of all parties that such should be retained. We find a modification of this rule in *Meyer v. Simonson*, 5 De G. & Sm. 728, where the property is laid out so as to be secure, produces large annual income, but is not capable of being immediately converted without loss or damage to the estate; and the rule then is that a value will be set on the property, four per centum on the said sum given to the tenant for life, and the residue of the income invested, and the income of the investment paid to the tenant for life, the corpus being secured for the remainderman. Lord Cairns held, following the last rule, that the object of the testator in allowing the sale of his ships to be postponed being only to prevent loss to his estate generally, and not to disarrange the equities between the successive takers, a value must be put upon the ships at the death of the testator, the tenant for life to be allowed four per centum on that, and the residue of the profits must be invested and become part of the estate. As to the securities authorised by the testator, the executors were considered to have full power to return the moneys invested in them, and invest other moneys obtained by the conversion of the estate in the same, and treat the tenant for life as entitled to the income. The testator had, in fact, merely created a larger class of authorised securities than the Court would have approved. But with regard to those securities which did not come within that class, and were neither authorised by the testator nor the court, the rule in *Dimes v. Scott*, 4 Russ. 195, was followed, and the tenant for life was treated as entitled from the testator's death to the dividends, or so much of three per cent. stock as would have been produced by the conversion of these securities and investment of the proceeds in that stock at the end of a year from the testator's death. The above rules seem to be simple and convincing, and are no doubt correct; but a reference to the order on the hearing of the case in the court below, shows that they were either not known or their application mistaken; and we accordingly feel justified in reminding our readers of their existence. Cases like the present not unfrequently occur in which it is important for executors and administrators to bear them in mind in administering the estates entrusted to them.

COMMON LAW.

ESTOPPEL IN PAIS—SALE OF GOODS BY A BAILEE
Marner v. Bankes, C.P., 16 W. R. 62.

We noticed, a short time ago (*ante* 176), the case of *McEvoy v. The Drogheda Harbour Commissioners*, in which a question was raised as to the extent of the application of the doctrine of *estoppel in pais*. In *Marner v. Bankes* this branch of the law had again to be considered. The plaintiff, a coachmaker, had let one of his carriages to a customer, who placed his own crest upon it. Subsequently the customer sold the carriage to a *bona fide* purchaser for value, who believed that he was buying from the true owner. The plaintiff brought an action of trover against the purchaser to recover the value of the carriage. It was argued that he was not entitled to maintain such an action as he had put it in his customers' power to commit the fraud, and that he was therefore estopped by his own acts from averring as against the innocent purchaser that he was the true owner of the carriage. The Court, however, held that this doctrine could not be applied in this case as it was a well-known practice for coachmakers to let their carriages on hire with the arms of the hirers upon them, and it could not be said therefore that the plaintiff had been guilty of any negligence or laches in allowing his customer to have the use of the carriage. Bovill, C.J., says, "Wherever such a practice exists, and is generally known, the possession of the goods by the hirer conveys no reputation of ownership." It was therefore held that the plaintiff was entitled to recover.

CONSTRUCTION.

Leuw v. Dudgeon, C.P., 16 W. R. 80.

Any person legally competent to contract can, as a general rule, bind himself by any agreement which he chooses to enter into, no matter how injurious to himself such an agreement may be. If he subsequently refuses or is unable to perform such a contract, he will be liable to an action for the recovery of damages for its non-performance. This is the case even when the contract was originally impossible of performance. In accordance with this rule of law, it is quite competent for a person, in the absence of any special statutory provision upon the subject, to agree with a carrier who has undertaken the carriage of his goods, that the carrier shall not be liable for any injury which the goods may suffer, whether that injury is caused by the carrier himself, or in any other way. Such an agreement would bind the person making it, and he would have no remedy against the carrier for any damage done to the goods. Although this entire freedom to contract is fully recognized by the courts of law, it is well known that there is a strong disinclination on the part of the judges to give a meaning such as this to a contract if it is capable of a more reasonable construction. It has been said with great truth that it is *prima facie* improbable that such a contract should be made, and therefore it requires a clear expression of such an intention in a contract to induce the Courts to accept such a construction. These questions have generally arisen in cases where carriers have received goods to be carried, subject to conditions for the benefit of the carriers very much more favourable to them than the rules of the common law. No case shows the inordination of courts of law on this point more clearly than *Phillips v. Clark*, 5 W. R. 582. There goods were to be carried by sea by the defendant, who was to be "not accountable for leakage or breakage." The goods suffered damage from these causes through the negligence of the defendant. It was held that the defendant was liable, as the Court construed the words so as not to include leakage or breakage caused by the defendant's own default. In *Leuw v. Dudgeon* a somewhat similar point has been decided in the same way. Cattle were shipped on board the defendant's vessel under a bill of lading, which contained, amongst others, the following exceptions:—"Ship free in case of mortality, and from all damage arising from dangers of the seas . . . The owner will not be liable for any loss arising from suffocation or other causes . . . The ship not liable for accident, injury, mortality, or jettison, whether shipped on deck or in the hold." The vessel started without a sufficient amount of ballast, and, in consequence of the unseaworthiness so caused, it tilted over during the voyage, and some of the cattle had to be thrown overboard to right the vessel. It was held that the defendant was liable as it was his own negligence, in starting without sufficient ballast on board, that caused the loss, and the law as laid down in *Phillips v. Clark*, and also in *Grill v. The General Iron Screw Company*, 14 W. R. 873, was approved, and followed. There were besides other grounds upon which the judgment of the Court was based, but these depended upon the special terms of this particular bill of lading, and are not, therefore, of any general importance.

3 & 4 WILL. 4. C. F4—PRACTICE—AFFIDAVIT.

Carburton, In re, C.P., 16 W. R. 84.

The Fines and Recoveries Act (3 & 4 Will. 4, c. 74) gives a married woman power, with the consent of her husband to dispose of her interest in real estate by deed acknowledged. Under section 91 the Court of Common Pleas has power to dispense with the concurrence of the husband in certain cases specified in that section. One of these cases is when the residence of the husband is unknown to the wife. In the case of *Carburton* an application was made to the Court of Common Pleas under this section to dispense with the concurrence of the husband

on this ground. The affidavit did not state that the husband had not contributed to his wife's support. Bovill, C.J., said that "in future it must be distinctly understood that the affidavit must show expressly that the husband has not been contributing to the wife's support." It will be necessary, therefore, for the future, to state this fact in the affidavit where an application of this kind is to be made.

Blake v. Izard and Others, C.P., 16 W. R. 108.

Building contracts are a class of agreement which are very well known, and there is usually a very great similarity between all contracts of this nature. A decision, therefore, upon any one of the provisions which are usually contained in such agreements is much more important than an ordinary judicial construction of a contract. A building agreement is a contract between a landowner and a builder, whereby the builder agrees to erect certain specified buildings, and the landowner agrees upon erection of the building to grant a lease of the land occupied by them to the builder, usually for ninety-nine years, or some other long term. One of the most usual provisions in these contracts is that all the building materials which the builder brings upon the land shall become the property of the landowner.

In *Blake v. Izard* a building agreement between the defendant and Standing and another person contained this clause. The plaintiff recovered judgment and issued execution against the defendant, and certain building materials brought by the defendant upon the land of Standing in carrying out the contract were seized under the execution. Standing thereupon claimed the materials under the agreement. The sheriff obtained an interpleader order and an issue was directed between Standing and the plaintiff. The facts were stated in a special case, and the question for the opinion of the Court was whether the building materials in question were the property of Standing.

The Court decided that the goods were the property of Standing, and therefore could not be seized under the plaintiff's execution. This decision thus followed the case of *Brown v. Bateman*, 15 W. R. 350, where a very similar point had to be decided. In that case it was held that such an agreement as an ordinary building contract containing a clause such as we have mentioned does not come within the Bills of Sales Act, and that it gives the owner of the land a sufficient interest in the goods to enable him to support a claim against an execution creditor of the builder. It has been long ago decided that an execution creditor can only seize the interest in goods which is possessed by the execution debtor. If, therefore, the execution debtor has goods in his possession to which he is legally entitled, but to which some other person has an equitable right, such goods cannot be seized. It is therefore in strict accordance with this rule that *Brown v. Bateman* and *Blake v. Izard* have been decided.

PROMISSORY NOTE—COLLATERAL AGREEMENT.

McDonnell v. Feeny, Ex. (Ir.), 16 W. R. 88.

A somewhat curious decision seems to have been given in this case as to the effect of an agreement altering the terms of a promissory note. The action was upon three promissory notes, by the payee against the maker. The defendant pleaded for a defence upon equitable grounds, that it was agreed between him and the plaintiff, by an agreement in writing, at the time the notes were made and delivered, that the plaintiff should accept payment by receiving rents of certain houses which belonged to the defendant, and that the plaintiff had received the notes upon these terms. That the defendant had offered the rents to the plaintiff, that he was ready and willing that the defendant should enter into possession of the rents and profits of the houses, &c., and generally that the defendant was, and always had been, ready and willing to carry out the agreement upon which the notes had been given. The plaintiff demurred, and the plea was held bad.

Fitzgerald, B., held that the plea was not a good equitable defence, because equity would not grant an unconditional injunction, but would require a proper deed to be executed by the defendant for the purpose of carrying out the agreement. He also held the plea bad at law, but it seems that he did not give any reason for his judgment upon this point.

It is not very easy to see what were the grounds of his decision as to the insufficiency of the plea at law. It would seem that the plea in fact stated that the notes were given and accepted on condition that payment of them should be made in a particular manner, and that the defendant was and always had been ready to make payment in this manner, but the plaintiff had refused to accept such payment. This apparently is a good defence to an action by the parties who received the notes under such a condition, although, if the notes had been negotiated, of course, it would be no defence to an action by a *bona fide* holder for value ignorant of the agreement. It is to be regretted that a fuller judgment was not given in this case, as the question how far collateral agreements affect negotiable instruments is a very important one. As the case now stands it is difficult to understand upon what principle the judgment is based.

GENERAL CORRESPONDENCE.

THE INDIAN BAR.

SIR,—The *Law Times* of the 14th instant contains two letters respecting the Bar in India—one addressed by Mr. Justice Markby, of the Calcutta High Court to Lord Westbury, the other by the Honourable H. S. Maine, Member of the Legislative Council of India, to the Right Honourable Sir E. Ryan. Mr. Markby's letter contains assumptions so extremely prejudicial to the natives of India, that he would, in my opinion, have abstained from expressing them, had he paused to reflect on the premises on which his conclusions are based. As the question has now become a public one, I, therefore, beg that you will permit me, through the medium of your widely circulated Journal, to say a few words on behalf of my countrymen.

Mr. Markby appears to consider that the natives of India are deficient in those principles of honour and honesty which ought to characterize a gentleman, and that nothing but a continuance, for the period necessary to keep twelve terms at the Inns of Court, is likely to elevate Indian students of law, to the same gentlemanly standard as that possessed by barristers of the Calcutta Bar, who have kept twelve terms. It would appear that Mr. Markby assumes that at nature in creating the natives of India, framed them so differently from the rest of the human race, as to omit in their mental conformation any innate principles of honour or honesty; that education, which is generally supposed to have the effect of refining the feelings, elevating the mind, and strengthening the moral character of youths in other countries, has failed in producing the same effects among the educated classes of India; and that whatever may be the respectability of connection and position occupied by them, and among whatever classes of society they may have mingled, a gentlemanly tone cannot be acquired by them in India.

In all probability Mr. Markby may feel startled at the idea of his conclusions being based upon premises such as described, and perhaps may repudiate with indignation the construction I have placed upon his letter. I leave it, however, to the judgment of the candid and unprejudiced English reader to determine whether my construction is far fetched or otherwise. I have read Mr. Markby's letter in connection with the second objection of the judges, quoted by Mr. Maine, and both taken together justify, in my opinion, the construction I have placed on his language.

If Mr. Markby had taken the trouble to compare the criminal statistics of England and India, he would have found that the same classes of crime are committed in both countries, not only by what may be called the criminal portion of the population, but by individuals moving in higher grades. If he went further and compared the morality of both countries he would have found very little difference existing between them—the same

amount and character of vice on the one hand, and virtues similar or akin, on the other. In short, he would have found that although the Indians are no better than their neighbours, the English are not so very virtuous as they are represented to be in India. Mr. Markby's assumptions are based upon the difference between the high standard of English morality and the moral degradation of the Indian. I am willing to admit that English morality deserving the encomium passed upon it does exist; but deny that Indian depravity justifies the proposition that the educated class is so degraded as to be devoid of gentlemanly feeling and gentlemanly sentiment.

An Englishman who has never been in India might be led to conclude, from Mr. Markby's letter, that a very inferior class of men come from India for the purpose of prosecuting their studies at the Inns of Court. The Indian, however, understands the conventional feeling, and conventional language prevalent among a certain class of Anglo-Indians and can make allowance for an Englishman who, without an effort to become personally acquainted with the character of the people among whom he lives, surrenders his judgment to the current cant of those who have been longer in the country than himself. In India no one is looked upon as a gentleman unless he is received into the first class of society. Let us for a moment pause to examine what are the classes of which Anglo-Indian society "par excellence" is composed. In the Civil Service we find every grade of Englishmen represented; so, among the military, the medical, clerical, and legal professions. We may find the son of a nobleman or the son of a cheesemonger occupying high office, and in conjunction with men descended from equally unequal grades, arrogating to themselves the position of the aristocracy of India, and looking upon all beyond the sphere of their own circle as infinitely below them. In England aristocratic circles are exclusive, and I apprehend that very few (and those only the most distinguished) of these self-constituted aristocrats of India could possibly find admission within their circumference. With respect to the mass, they would be excluded with the same jealous feelings of superiority as they exhibit towards individuals in India who do not belong to the favoured services. What would these Indian aristocrats thus excluded from the first society in England say, if the nobles of England were to stigmatize them as not being gentlemen or possessed of a gentlemanly tone of feeling because they are not considered eligible to be received into their own circle. Individuals who are not admitted into the exclusive circle of Anglo-Indian society occupy the same position in India as the majority of Indian aristocrats would occupy in England, and have as good a right as they would have to feel indignant at being branded with a mark of inferiority.

In England, in addition to the highest, there are various intermediate circles composed of individuals of respectability, wealth, talent, and education, whom no one would dream of not considering gentlemen. So in India, there are similar intermediate circles composed of individuals of the same stamp, and the question why they should not be looked upon in the same light as similar classes in England can only be answered by reference to the overbearing arrogance and self-sufficiency of the would-be Anglo-Indian aristocracy.

Perhaps I have mistaken the meaning of Mr. Markby. Probably, in suggesting that the Indian can only acquire a gentlemanly tone by a three-years' residence in England, he intends to be sarcastic, and from his experience of Calcutta society, finding but few real gentlemen, he may wish to convey the impression that from the scarcity of the material it is impossible for an Indian to acquire the genuine tone in his own country. If this be Mr. Markby's meaning I have nothing to say against it. In no country in the world is the question gentleman or no gentleman so constantly discussed as in India among Anglo-Indians; and in no country is the character of the real gentleman so thoroughly understood and appreciated as among the natives of India. In England we seldom hear of any discussion of the kind. Those who boast most frequently of their courage for the most part prove themselves cowards. The pride who affects an excess of virtue is often found to be possessed of none; and I should be sorry to suggest that the same rule applies to those who constantly boast of their quality. The real gentleman, the man of high tone, never requires to sound his own trumpet.

Indians who undertake the great expense, peril, and in-

convenience of a voyage to England for the purpose of prosecuting their studies at the Inns of Court are, in general, if not invariably, men of education; some being Bachelors of Arts or Bachelors of Laws, some holding both degrees, some being Vakeels of standing, who have passed their examinations in the laws administered in India. It is very hard towards these individuals who have never had the question put to them in England, are you a gentleman? to be stigmatized (for they are indirectly stigmatized) by a judge of the High Court of Calcutta as not being possessed of that elevated tone which ought to distinguish the aspirant to the English bar. If Mr. Markby had informed us whether the characteristic of a gentleman has its foundation, in moral principle or outward polish, perhaps he might not have exposed himself to the strictures to which his letter is liable. If in moral principle it is impossible for Mr. Markby or any one else to determine whether a man is a gentleman or not until circumstances force him to develop his character. If in outward polish, I yield to Mr. Markby; inasmuch as the outward polish of a gentleman may be acquired by an illiterate footman in a respectable family, if he would but take the pains of observing and imitating the demeanour of his master's visitors.

In consequence of the Benchers of the Inns of Court having indulgently permitted certain Indians to be called to the bar in less than twelve terms, Mr. Markby suggests that this indulgence should not be continued, and that in future Indians should be called only after keeping the full number of terms, association with gentlemanly English students and barristers being considered a panacea for the moral defects in the Indian character. He does not insist upon a period of twelve terms being kept on educational grounds; nor does he contend that the man who has kept only eight terms is likely to be more deficient in legal knowledge than he who has kept twelve. If nature has implanted neither honesty nor honour in the Indian breast, no amount of association is likely to improve him. If she has, association with elevated and refined minds for a period of eight terms is just as likely to prove as efficacious as association for twelve.

I have assumed that association is possible; but this is not correct. Two or three hundred students assemble together in the dining halls of Lincoln's Inn, the Temples, or Gray's Inn: the Benchers sit by themselves; Barristers dine at their own table; students occupy two or three long tables, and are divided into parties of four each. It is within the circle of these separate parties that conversation is restricted, and the conversation which generally does occur, is confined to the current news of the day, which we might expect to hear among strangers at a respectable *table d'hôte*, and is by no means calculated to impart a gentlemanly tone, or strengthen the moral sentiment.

After dinner, students disperse as rapidly as possible; few continue together, except those that are intimate, and few meet again until dinner-hour next day.

Students who belong to the Universities, being required to eat only three dinners each Term, run down to town for three days, after which they are seen no more till next Term. Some are country gentlemen who are only desirous to be called to the Bar for the sake of the honour, and after eating their six dinners return to their rural residences. The remainder are probably men who either belong to London, or are obliged to remain there for the purpose of study. It is with these that a possibility of association may occur. A portion is dispersed in various barristers' chambers; and some either content themselves with private study in their own chambers, or with attendance at the public or private lectures of the Readers. The number who avail themselves of this method of instruction is comparatively small, and although some opportunity for conversation may offer before the arrival of the lecturer, the subject seldom extends beyond ordinary topics. After lecture, students proceed either to the chambers of their tutors, or to the library for the purpose of consulting the authorities referred to by the Readers. Were the University system of residence prevalent in the Inns of Court no doubt association would bear its fruits. But such is not the position of the students of the bar. They have little or no intercourse among themselves; they have none with the benchers, nor with the barristers who dine in the halls. How, then can any benefit accrue to the Indian student from association by keeping any number of terms? It is true he may, by attending the sittings at Westminster, have the opportunity of noting in what manner cases

are conducted by leading counsel. Attendance upon these sittings form, in reality, a branch of the student's education, and he may derive from it not only valuable instruction, but valuable hints for the regulation of his conduct, both in the management of a case and in the manner in which he should regulate his demeanour and language when addressing the Court. But this is not that association with gentlemanly students, or with gentlemen at the bar, contemplated in the suggestion of Mr. Markby. That association is a myth does not exist, and cannot have any effect in influencing the mind of the Indian student, whom nature has not endowed with generous sentiments. I therefore maintain that the advantage likely to result from this alleged possibility of association does not afford sufficient ground for Mr. Markby's suggestion (and it is the only one upon which his suggestion is based), that in no instance a student should be called to the bar in less than twelve terms.

It is pleasing to dwell on the different sentiments entertained by the Honourable H.S. Maine, with respect to the natives of India, and it is to be hoped that in deciding upon the question the benchers will be influenced more by the views of the author of "Ancient Law," than by the prejudiced views of the advocate of Anglo-Indian society. "I am," says Mr. Maine, "by no means blind to some considerations which make in favour of the system of calling persons intending to practise in India to the bar on shorter probation. There are no students worthier or more interesting than the comparatively few natives of India, who come to England for the purpose of becoming members of an Inn of Court. The fact of their doing so is a remarkable proof of personal energy and superiority to prejudice, and, as I before stated, they are likely rather to lose than to gain through the step in point of the emoluments of practice. Now, no doubt, the full time required for admission to the bar is somewhat long for gentlemen removed so far from their native country.

"I myself believe that the high court would be satisfied while the interests of the persons just referred to, would be consulted, if the Inns of Court, giving up the system of calling to the bar on more lenient terms, when nothing is alleged except that the student means to practise in India, would make a certain allowance of time to students who show, by satisfying some definite tests, that they are qualified for Indian practice."

These views are liberal, and against their adoption scarcely any valid objection exists, except that set forth in the third ground of exception taken by the judges of the Calcutta Court—viz., that where a barrister, who has been called, after keeping a shorter number of terms, is admitted as an advocate before one who has kept the full number, the latter might lose that seniority which he might have enjoyed had the former been compelled to keep the same number of terms as himself. I readily admit that this is a hardship, but one which is not irremediable, inasmuch as the judges of the court have it in their power to frame a rule ordaining that under such circumstances seniority shall be calculated from the date on which the individual would have been called had no indulgence been shown, or what would come to the same thing—let the seniority date from entrance at the student's inn of court.

The Indian student frequently subjects himself to serious loss by coming to this country. In the first place the cost of his passage to and fro, including outfit and other incidental expenses, amounts to about £250 or £300, an expenditure which the English student has not to incur. It costs him an additional sum for his board and lodging, separated as he is from his family. Students of the University, who keep their terms while prosecuting their general studies, have to incur no additional expense on this account. Country gentlemen are likewise put to no special expense for this purpose. Some students reside with their parents, and if a scrutiny were instituted, it might be found that comparatively few are subject to the same special additional expenditure as the Indian student the expense of whose legal education amounts to as much, or more, in eight terms, as that of the English student in twelve.

If the Indian holds an appointment he sacrifices one-half of his salary, and sometimes two-thirds; and if he is not called within a certain period, and remains here for the purpose of being called, he forfeits his appointment.

If he is a vakeel in practice it is impossible to estimate the loss to which he may subject himself. It must not be forgotten also that the Indian who comes from a warm to a cold changeable climate, runs the same risk of loss of health and danger to life as the Englishman who proceeds to the East, to a climate of an opposite character. These circumstances, and the

consideration that the Indian is not likely to return to England, for the purpose of competing with the English practitioner, justify the benchers, I humbly submit, in showing some indulgence to them; at all events, whether they do or not, it is earnestly to be hoped that the benchers will not, by withholdings retrospective effect from any resolution at which they may arrive, inflict a hardship and disappointment on those Indian students, who, relying on the indulgence shown, in several instances, have come to this country in the expectation that a similar indulgence may be granted to them.

A MADRAS VAKEEL.

Sir,—Would you be so kind as to answer the following questions? I take the liberty of asking you, as I am in an office where your paper is subscribed for.

Can a bill of sale of—say household goods—be so framed as to make it a good security in the event of bankruptcy and the goods at the time of the bankruptcy being in the bankrupt's possession, regard being had to the order and disposition and reputed ownership clauses? If so, please say what is necessary to make it secure.

My second question is as follows:—

A debtor executes an ordinary assignment to trustees for the benefit of creditors. Such deed is not assented to by the required majority, and is therefore not registered under the Bankruptcy Act.

A creditor who has obtained a county court judgment against the debtor instructs the bailiff to levy on the debtor's goods. Is the deed such an assignment as could be set up so as to oust the execution?

WILLIAM GREEN.

Commercial Road, Old Kent Road,

Dec. 31, 1867.

[1.—Whether goods are in the apparent ownership of a bankrupt depends entirely upon the facts existing at the time of the bankruptcy, and no words in any conveyance at an earlier time can affect the question, or exclude the operation of the order and disposition clauses.

2.—Such a deed is effectual to pass the property to the trustees unless it be fraudulent within the Statute of Elizabeth. The fact of the assignor remaining in possession does not necessarily make it so, but fraud or no fraud is a question for the jury. See notes to *Twyne's case*, 1 Sm. Lead. Cas. 1, 6th ed. But if it became necessary to rely upon the deed in a court of justice, it would be inadmissible in evidence unless registered in accordance with section 194 of the Bankruptcy Act, 1861. See *Hodgson v. Wightman*, 11 W. R. 574.—Ed. S. J.]

APPOINTMENTS.

MR. ROBERT LONGFIELD, Q.C., who was recently appointed to succeed the late Mr. Brereton, as Chairman of Quarter Sessions for the county of Galway, is a brother of the Hon. Mountfort Longfield, LL.D., late judge of the Landed Estates Court in Ireland. He was educated at Trinity College, Dublin, and was called to the Bar in Ireland in Trinity Term, 1834, being created Queen's Counsel in November, 1852. He was for several years M.P. for Mallow, being first elected for that borough in 1859. On the accession of Lord Derby to power he was appointed Law Adviser to the Irish Government.

MR. CHARLES SHAW, Q.C., of the Irish Bar, has been appointed law adviser at Dublin Castle, in succession to Mr. Robert Longfield, Q.C. The learned gentleman is the younger brother of the Right Hon. Frederick Shaw, Recorder of Dublin, and of Sir Robert Shaw, Bart. He was called to the Bar in Ireland in Hilary Term, 1840, and was created a Queen's Counsel in 1863. For several years he has held the office of Revising Barrister for the City of Dublin.

MR. WHITLEY STOKES, secretary to the Legislative Council of India, has received from the University of Dublin the honorary degree of Doctor of Laws. The learned doctor, whose literary researches have long since made him well known as one of the first philologists of our age, is the son of an eminent member of the medical profession, and was called to the bar in Ireland in Michaelmas Term, 1853. He subsequently studied for the English bar, and became a member of the Inner Temple in November, 1855. His services in the cause of Indian legislation have been highly important.

MR. C. STEPHEN, barrister-at-law, has been confirmed

in the appointment of judge of the Small Cause Court at Delhi, in which he has officiated for some time past. Mr. Stephen was formerly an assistant commissioner in the Punjab.

MR. L. P. DELVES BROUGHTON, barrister-at-law, has been confirmed in the appointment of Recorder of Rangoon, from the date of the death of Dr. Clarke, the late recorder. Mr. Broughton was called to the bar at Lincoln's Inn, in April, 1860, and has for some years been a member of the Calcutta bar.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

SUPREME COURT, PHILADELPHIA.

Evans' Appeal.

Cancellation of a will—What amounts to.

This was an appeal from a decree of the Registrar's Court of Philadelphia, admitting to probate a paper alleged to be the will of Rowland E. Evans.

Opinion by Strong, J.

The facts out of which the question raised by this appeal arises may be very briefly stated. Before his death Rowland E. Evans, the decedent, wrote a testamentary paper, bearing date May 24, 1856, and either then or on some succeeding day he signed it. Immediately following his signature and in close juxtaposition with it, he wrote an addition or codicil merely directing what should be done in case one of the classes of persons to whom he had given his residuary estate should fail, and noticing that a word in the part first written had been blurred. This addition or codicil he also dated May 24th, 1856, and at some time signed it. There is no evidence other than that which arises from the date when either of these signatures was made, unless it is found in an attestation clause following the last signature signed by two witnesses. The clause is as follows, "the above will and codicil were signed and published in the presence of us, who have subscribed in the presence of each other and of the testator." The proof is that the attestation of the witnesses was not signed until after the middle of June, 1856.

On the other side of the sheet on which the foregoing had been written the decedent subsequently wrote and signed another testamentary paper, being a codicil, dated July 21st, 1858. This was attested by two other witnesses. The will and codicil or codicils being all upon one sheet of paper was folded and endorsed "will." After the decedent's death the paper was found in a book-case behind the books, in a box bound as a pamphlet, representing a book, but endorsed as a pamphlet. In the box were other papers of little or no value, and the draft of another will unexecuted. The condition of the paper when found was this, the word "will" with which it had been endorsed, was erased by an ink line drawn through it, underneath and close to it was written in the decedent's handwriting the word "cancelled." The paper had two rents perpendicular to the folding, and across the fold extending from a quarter to one-third the extent and making four considerable fissures when the sheet was unfolded; upon this state of facts we are to determine whether the will had been revoked or annulled.

Our statute of wills of 1833 enacts that no will in writing concerning any real estate shall be repealed nor any devise or direction therein be altered otherwise than by some other will or codicil in writing, or other writing declaring the same executed and proved in the same manner as is provided in regard to the execution of wills, or by burning, cancelling or obliterating or destroying the same by the testator himself, or by some one in his presence and by his express direction. A similar provision is made in regard to wills concerning any personal estate, adding only as a mode of repeal, a nuncupative will. These provisions of the statute are nearly a transcript from the Act of 1706, and the commissioners to revise the civil code do not profess to have made any substantial change.

There are then two modes under the statute and only two in which wills executed according to the required forms of law can be rendered of no effect, if we throw out of view revocation by nuncupative will, which this case does not call upon us to consider; one of these modes is another will or codicil, or other writing. It works a repeal by force of the words contained in that instrument. But to

enable it to have such an effect it must be complete, executed and proved in the prescribed manner, namely, as a will. The other mode of repeal is by something done to the will itself, something more than mere intention expressed, but intention carried into execution upon the paper.

This mode is described in the statute as "burning, cancelling or obliterating or destroying the same," that is, the written will by the testator himself or by some one in his presence, and by his express directions. It is not claimed in this case that the will offered for probate was repealed in the language of the Act of Assembly, by any other will or codicil or other writing, declaring the same formally executed, but the ground taken by the appellant is that it was annulled in the second mode by cancellation and destruction.

The statute does not declare what amounts to cancellation. The word is not a technical one, and therefore the legislature must be presumed to have used it in its ordinary and generally understood signification. It amounts to nothing to show what the etymological meaning of the word cancel is. Long before the statute was passed it had acquired an accommodated sense, plain to the common understanding. When used it did not suggest the thought of its original meaning. No one would have doubted that drawing parallel or curved lines across a bend or a single line through its signature would be cancellative if done with an attempt to annul the instrument. Nor would any one have doubted that the same thing done to a will would be an act of cancellation, and effective as such if done by one who had authority to destroy it, and with the intent to destroy it. How then can we say the word "cancelling" was used in any peculiar sense? Why, as it confessedly may be in case of a bond, note, check, letter of attorney, or any other instrument, may not a will be cancelled? Not by words alone, not by words in writing alone, but by any act done to it which stamps upon it an intention that it shall have no effect, though the act done is neither obliterative nor physical destruction. It is true we have to do with the meaning of the word "cancelling" as used by the Legislature, but there is nothing in this language that requires us to attach to it unusual signification. Let it be admitted that its collocation with the words "burning," "obliterating," "destroying," require us to consider it as requiring an act *ejusdem generis*. We do. All are acts done to the will itself, and are thus distinguished from the first described mode of repeal.

And none of these words are used in their absolutely literal sense. Burning does not mean entire consumption by fire. This is not claimed, and under a statute very similar it has been so ruled, *Bibb, Executor of Mole, v. Thomas, Blacks. 1043; Reed v. Harris, 33 E. C. L. 57*. Nor is obliteration as intended in the act nothing short of effacing the letters of the instrument, scratching them out or blotting them so completely that they cannot be deciphered. A line drawn through the writing is doubtless obliteration, though it may leave it as legible as it was before; so the destruction spoken of is not necessarily annihilation or change into other forms of matter. Tearing into fragments would unquestionably be destruction, though the fragments might be reunited. All these words are used in their popular sense. Each is expressive of an act done to the paper itself, a mark upon it showing an intent that it shall not be operative as a will.

Revocation by cancelling then is not to be understood to mean exclusively drawing cross-lines upon the paper, but it means any act done to it which would be, in common understanding, cancellation of any other instrument; and undoubtedly it must be something done to the will itself, and it must be done *animus cancellandi*. In *Williams on Executors, 110*, the doctrine is thus stated:—"The principle appears to have been established that if the intention to revoke is apparent, an act of destruction or cancellation should carry such intention into effect, although not literally an effectual destruction or cancellation, provided the testator had completed all he designed to do for that purpose. Turning now to the facts of this case, we cannot doubt there was an intention of the decedent to cancel the will, and that the intention was executed by an act of cancellation. If the matter were submitted to the common understanding, the verdict would not be a moment in doubt. The testator drew curved lines in ink over the second and third signatures, and wrote the word "cancelled" under the last. He did not strictly erase the signatures, indeed; but he indicated upon the paper, by an act of no doubtful significance, an intention to amend at least the last codicil, and the codicil or writing next preceding it. From the same paper, he struck

out the endorsement, "will," and wrote immediately following it, "cancelled." It is, therefore, impossible to look at the paper without seeing that the decedent did to it something to show that it is to have no operation.

Here are both the intent, and the act done in pursuance of its intent executed. Undoubtedly, there is no revocation or repeal by force of the word "cancelled." To give to the word alone such an effect would require the signature of its writer. But the repeal is effected by the act of writing upon the will a word that manifests an intention to annul it. Neither that word nor any other would answer, if written upon any other paper; but writing it upon the will itself is an act of cancellation. It would be strange, indeed, if drawing a line across the face of a will, with intent to annul it, should be cancelling, and writing across it words evidencing such an intent should be anything less. In *Warner v. Warner's Estate, 37 Vermont Rep. 356*, we find a case very like the present. The Vermont statute of wills is not unlike ours, though it requires attestation by subscribing witnesses. It prescribes as the only modes in which a will duly executed may be revoked—first, by some will, codicil or other writing; and, second, by burning, tearing, cancelling or obliterating. Under the statute, a question arose in the case cited, whether a will had been revoked? The facts, as they appeared, were these: The paper propounded for probate was dated August 22nd, 1857. It was all in the handwriting of the deceased, except the names of the witnesses, and it was duly witnessed and published. It was folded, and filed in the handwriting of the deceased, "Isaac Warner's last will and testament." The will was written upon one sheet of foolscap paper, covering the first page and about one-third of the second. Thus far there were no marks of obliteration, cancellation or defacement upon the paper. But upon the last half of the second page were written the following words: "This will is hereby cancelled and annulled in full, this 15th day of March, 1859." Several lines lower down upon the page were the following words erased: "In testimony whereof, I have." Upon the fourth page of the sheet written lengthwise of the paper as folded, and below the filing upon the back, were these words in the testator's handwriting: "Cancelled, and is null and void. J. Warner." It was declared by the Court, and conceded by counsel, that the will was not revoked in the first statutory mode of revocation—that is, by a will, codicil or other writing. The words of attempted cancellation were not attested by subscribing witnesses. They had, therefore, no operation as a will or other writing. But it was ruled that writing them upon the outside of the will, the fourth page of the sheet, and on the second amounted to a cancellation of the will within the meaning of the statute. The case contains a full discussion of the subject, and its doctrine is, that when the instrument is so marked by the maker of it as to show clearly whenever it is produced that the act was designed by him to be a cancellation, that act becomes effectual by force of the statute as a revocation of the will by cancelling. This is entirely in harmony with our convictions. Nor do we find any decision in conflict with it.

We are referred by the counsel for the appellees to *Granville v. Garth, Waite & Russell, 90*, where it appeared that the words "last will and testament" on the envelope of a will had been erased, and the word "superseded" endorsed in the testator's handwriting. This was held not to amount to revocation. But the facts must be carefully noticed. The will itself was in another envelope. It was upon this second envelope the erasure was made and the word "superseded" written. It was necessary to look beyond the instrument, or the paper on which it had been written—to look to some other writing to discover either an act or an intention of revocation.

In *re Brewster, 6 Jur. 56*, is another case cited. It appeared that the testator had written across his signature, "cancelled, Wm. B.," and below the names of the attesting witnesses, "mem, I hereby declare this will revoked and altogether cancelled, the bequests and other arrangements being rendered nugatory, &c. I intend to make another will, whereupon I shall destroy this—Wm. Brewster." Sir Creswell Creswell considered the testators had done no sufficient act in law to effect a revocation, and he admitted the will to probate. He gave no reasons for his opinion, but the reason is manifest. What the testator wrote on the will showed that his intention to revoke related to a future revocation. The act was not all that was intended for the purpose of revocation. He designed to make another will, and then to destroy the one he had made. From this it was inferable he did not regard what he did as an accomplished repeal.

The case which comes nearest to the support of the ruling of the court below is *Lewis v. Lewis*, 2 W. & S., 455. There the testator had written on the margin of the first page of his will, opposite to one of its clauses, the word "obsolete." Whether the word referred to the whole will, or only to the clause opposite to which it was written, was doubtful; but it was assumed to refer to the whole; and the Court held the will not cancelled or revoked. Writing that word there was, in the judgment of the Court, neither a burning, cancelling, obliterating or destroying the will. But it should be observed that though the word was written upon the paper on which the will was written, it was placed where it could have been detached without defacing the instrument. It might have been separated, and the will itself have remained intact. There was no evidence apart from what the word imported to show that it was the testator's intention that the will should have no effect. It expressed no more than the idea that in the testator's opinion the will was old, neglected, disused. It never had the sense of annul, revoke, or repeal. It is expressive of a condition, not of an act. Revocation by an act done as distinguished from revocation by will, or other writing declaring it, consists not only in the act, but also in an accompanying clear intention to revoke, which did not appear in *Lewis v. Lewis*. The case, therefore, is not inconsistent with the opinion we have expressed. It does not decide that a will cannot be cancelled by making marks upon it, inseparable from it, with an intent to cancel, if those marks are in the form of letters and words, rather than in the form of a line or lines.

Our opinion then is, that the will of Mr. Evans was cancelled by his writing upon it the word "cancelled," and erasing the word "will."

This makes it unnecessary for us to inquire whether there was such a tearing as to amount to destruction, or whether all the dispositions, bearing date May 24th, 1856, are to be considered one will, and whether, consequently, the erasure of the second signature was a repeal of all that preceded it. For the reasons given, we think the paper should not be admitted to probate as a will.

The decree of the registrar's court is reversed.

COURT OF APPEALS OF NEW YORK.

Harriet Norbach, Respondent, v. Almus Stebbins, Appellant.

A married woman has no legal right to confess a judgment, but such judgment if confessed is not void, but only voidable.

If, therefore, she allows a judgment confessed by her to a bona fide creditor to stand, and her property to be sold under execution, the purchaser acquires a good title against all persons, except other creditors having a lien on the property.

This was an action to recover the value of a sleigh, of which the plaintiff claimed to be the owner, taken and converted by the defendant.

The material facts were as follows:—

One R. D. Cornwell and Harriet Cornwell (wife of one James Cornwell) were partners in the livery business at Homer, and, as such, were the owners of certain real and personal property. Harriet Cornwell claimed to be the owner of the sleigh in controversy, and both plaintiff and defendant substantially claim title thereto through her.

The plaintiff's claim is based upon these facts. Harriet Cornwell, being indebted to R. D. Cornwell, on the 12th of April, 1856, confessed a judgment to him for a sum of 1,800dols.

Harriet Cornwell and her husband occupied a house in the town of Homer until the month of July, 1857, when they removed to the town of Moravia, Cayuga county. They left this sleigh, together with other sleighs in the barn, on the premises they had rented and occupied in the town of Homer, and they also left some furniture in the house they had occupied on the same premises. Richard D. Cornwell issued an execution upon his judgment, and on the 29th of June, 1857, levied upon this sleigh and other property, as the property of Harriet Cornwell, the defendant in the execution. At the time of the levy by the sheriff, James Cornwell, the husband of Harriet, was present, and turned out the property. The sale took place on the 25th of July, 1857, and at the sheriff's sale the plaintiff bid off the sleigh for the sum of 105dols. The sleigh was left in the barn, and not moved. One Randall, who owned the premises, and had rented them to Cornwell and his wife, and had resumed possession of the same, on their abandonment of the premises, which was before the sale, was present at the sale. The plaintiff, when he bid off the sleigh, asked Randall if he could leave it in the barn, and he told him he could, and it remained there until taken away

by the tax collector in January, 1858. The plaintiff did not pay the sheriff the amount of his bids; but it appeared that there was an open account between the plaintiff and Cornwell—the plaintiff in the execution—and on the 16th of August, Cornwell, as such plaintiff, receipted the amount of the plaintiff's bid on the back of the execution.

The defendant claims title to the sleigh under the following circumstances:—On the 18th of August, 1857, the assessors of the town of Homer assessed the firm of R. D. Cornwell & Co. in the sum of 1,300dols., as the value of their real estate, and in the sum of 1,000dols., as the value of their personal property, upon which assessment the supervisors of said county levied and imposed a tax of 12,93dols.; and on the 12th of December, 1857, the said Board of Supervisors issued their warrant to the town collector of the said town of Homer, commanding him to collect the amount of said tax, and in case of default to levy the same by distress and sale of the goods and chattels of the persons so assessed. By virtue of this warrant, the collector, in January, 1858, seized the sleigh in question and advertised it, and sold it at public auction, and it was bid off by the defendant for the sum of 13,70dols., that being the highest sum bid for the same, and the sleigh was delivered to him.

The court charged the jury that the defendant, Almus Stebbins, acquired no title to the sleigh in question by virtue of his purchase thereof at the tax sale, to which the defendant excepted. The court further charged the jury that the only question in the case for them to determine was, whether the plaintiff or Richard D. Cornwell purchased the sleigh in question at the execution sale, and was the owner thereof at the time the plaintiff demanded it of the defendant; to which the defendant also excepted. The court also charged that if the plaintiff purchased the sleigh for himself, and he owned it when he demanded it of the defendant, he is entitled to recover; to which the defendant also excepted. But, if the plaintiff purchased the sleigh at the execution sale for Richard D. Cornwell, and as his agent, the said Cornwell owned it at the time the plaintiff demanded it, and the jury should find a verdict for the defendant; to which the defendant's counsel also excepted. The court further charged that the plaintiff could not recover, unless the evidence satisfied the jury that he owned the sleigh; to which the defendant also excepted.

The jury found a verdict for the plaintiff, and judgment thereon was affirmed at the General Term; and the defendant appealed to this court.

O. Polter for the appellant.

John H. Reynolds for the respondent.

The opinion of the Court was delivered by

DAVIES, C.J.—As to plaintiff's title to the sleigh, there is no controversy that Harriet Cornwell was indebted to Richard D. Cornwell in the amount for which she confessed judgment. It was competent for her to secure payment of such indebtedness out of any property owned by her. She could mortgage, assign, or convey any such property for such purpose, and divest her title thereto, and vest the ownership thereof in her grantee, or anyone claiming under him.

This Court held in *Watkins v. Abrahams*, 24 N. Y. 72, that a married woman could not confess a judgment under the Code, and that such a judgment would be set aside on her motion. It was held that she was placed on the same footing with an infant in this respect. It follows, from this, that the judgment is not void, but voidable merely. If she elects to allow it to stand, and the title of her property, through this instrumentality, to be changed, no good reason is perceived why she may not do so. It has been repeatedly held, in this court, that a married woman may effectually dispose of property which is either hers, or treated by her husband as hers; and even that a mortgage by the wife of the husband's goods was valid, he standing by and assenting to it; that the assent of the husband was only important, as estopping him from claiming the goods as his own, after permitting the wife to deal with them as hers: *Edgerton v. Thomas*, 5 Sold. 40; *Sherman v. Elker*, 24 N. Y. 381; *Smith v. Knapp*, 27 Id. 377; *Buchley v. Wells*, 33 Id. 516; and *Bammis v. McLaughlin*, decided in December, 1856. James Cornwell, the husband, is estopped from claiming the sleigh as his property. He was present at the time of the levy by the sheriff, through which this plaintiff claims, and turned out this sleigh to the sheriff as the property of Harriet Cornwell, the defendant in the execution. He is for ever precluded from setting up the contrary. There is no pretence that the title to the sleigh was in any other person. It is, therefore, very clear that the property in the sleigh was in Harriet Cornwell.

The next question is, has that title, by virtue of the judgment execution and sale, been vested in the plaintiff? In *Miller v. Earle*, 24 N. Y. 110, this court held that a judgment, entered upon a confession not authorized by the Code, was good between the parties; and that, when the property of the defendant had been sold under an execution upon such a judgment, the purchaser's title cannot be impeached by a creditor, not having a judgment or lien on the property at the time of the levy. It was said in the opinion of one of the judges, that if the defendant in the execution chose to adopt the form of confessing a judgment, and permitting a sale of his property under execution thereon, for the purpose of paying a debt owing by him, it was not perceived that any objection could be taken by a party, who had acquired a subsequent judgment and lien, to such payment; that the defendant certainly would be estopped from alleging or setting up that the judgment was not valid, or, in other words, was not a judgment, and that after he stood by and saw his property sold under an execution issued under it, and the proceeds paid over or applied upon his debt, he would be estopped from recalling such payment. Judge James, in the other opinion delivered in that case, observed: "As between the parties themselves, however, the judgment confessed should be held legal and valid; that being so, the levy and sale of property under it was good, as against the defendant and all the world, except judgment-creditors existing and having lien upon his property. Until the plaintiff recovered their judgment against Heth (the person confessing the judgment), they had no lien upon his property. Until then, he had a right to dispose of it, or its proceeds, in payment or satisfaction of his debts, or in any other way not fraudulent."

Again: "So in this case, the debt for which the confession was given being *bona fide*, the property levied upon might have been lawfully applied by the judgment-debtor, without the judgment, to the payment of such debt at any time before plaintiff in this suit obtained any legal or equitable lien thereon; and the proceeds of such property having been applied to the payment of such *bona fide* debt, through the instrumentality of a defective judgment, before any legal or equitable lien was obtained upon it by any other creditor, the property cannot be recalled, nor its proceeds recovered by a subsequent judgment-creditor, although the prior judgment is void as to him."

A brief recurrence to the facts presented by the record will show how decisive the doctrine of this case is when applied to that now under consideration. Assuming, for the present, that the sleigh was the property of Harriet Cornwell, then we have these controlling facts:—1. That she was *bona fide* indebted to Richard D. Cornwell; 2. That through the instrumentality of a judgment, execution, and sale thereon, the proceeds of this sleigh realized on a sale thereof by virtue of said execution, were applied in part payment of said debt; 3. That such sale took place, and proceeds were paid over, two days before the assessment-roll for the taxes for the town of Homer was completed, that being done on the 18th of August, 1857. The tax was not levied and imposed until the annual meeting of the Board of Supervisors of the county of Cortland, which, in that county, takes place on the Tuesday next after the general election in each year: Edm. ed. of Stat. 1, p. 339.

No lien for this tax upon this sleigh, assuming it to have been the property of Harriet Cornwell, was acquired until some day in November, 1857. At this time all her right and title therein had been disposed of in payment of a debt justly due and owing by her; and, on the authority of *Miller v. Earle*, *ubi supra*, we must hold that the tax was no lien on this particular piece of property, and that the defendant acquired no title thereto by virtue of the tax sale.

It is now contended on the part of the defendant that, so far as the proof shows, the sleigh belonged to James Cornwell, the husband of Harriet Cornwell. It is not perceived how this position shows title in the defendant.

If it was the property of James Cornwell, it clearly could not be taken and sold for a tax imposed and levied against Harriet Cornwell. The tax was levied, so far as the persons were concerned, against Richard D. Cornwell and Harriet Cornwell, as comprising the firm of R. D. Cornwell & Co. There is no pretence that James Cornwell was ever a member of that firm, or that any tax was levied or imposed against him or upon his property. The warrant to the collector only authorized him to seize and sell the property of the persons whose names were set down in the tax lists, and the name of James Cornwell does not appear there. If, therefore, the sleigh was the property of James

Cornwell, the defendant acquired no title to it by virtue of his purchase at the tax sale. Again, this argument has no pertinency, except to establish the proposition that the plaintiff acquired no title by virtue of his purchase on the execution sale on the judgment against Harriet Cornwell. But, as already remarked, James Cornwell is estopped, by his act in turning out to the sheriff this sleigh as the property of Harriet Cornwell, from hereafter setting up or claiming that, in fact, he was the owner of the sleigh. The defendant is in no position which justifies him in asserting the ownership of the sleigh to be in James Cornwell.

Upon the testimony adduced at the trial, the question legitimately arose, whether, at the execution sale, the sleigh was in fact, purchased by the plaintiff in the execution, Richard D. Cornwell. The judge, therefore, properly charged the jury that it was important for them to determine which made the purchase—for whichever did was the owner at the time of the demand and conversion—and that if the plaintiff purchased the sleigh for himself, and he owned it when he demanded it, he was entitled to recovery; but if the plaintiff purchased the sleigh at the execution sale for Richard D. Cornwell, and as his agent, and said Cornwell owned it, then the jury should find a verdict for the defendant.

In all these propositions the learned justice was undoubtedly correct. If the plaintiff purchased the sleigh for himself, and on his own account, then he unquestionably became the owner thereof, and it was a matter of no moment whether the plaintiff in that execution required payment of the purchase-money at the time, or gave him credit therefor. The important fact appeared that the defendant in that execution had credit for the amount of the bid, on the judgment against her. The plaintiff, in that judgment, was estopped from denying the fact of such payment. The jury, therefore, found as a fact, that the plaintiff himself became the purchaser of the sleigh at the execution sale; and the conclusion of law followed that he thereupon became the owner thereof. The judge also very properly left it to the jury to find whether the purchase was not made by or for Richard D. Cornwell. If it had been, then he became the owner of the sleigh, and it would have been liable to seizure and sale for payment of the tax levied and imposed on him and Harriet Cornwell; and the defendant, by virtue of the tax sale, would have acquired title thereto. In such case, as the judge told the jury, their verdict should be for the defendant. But the jury ignored this view of the case, and found that the plaintiff had himself become such purchaser, and thereby the owner of the sleigh, and consequently entitled to recover the damages he had sustained by the taking and conversion thereof by the defendant.

We have assumed, in the examination of this case, that the tax, and the sale thereunder, levied and imposed upon Richard D. Cornwell and Harriet Cornwell, was in all respects legal and regular. In the view we take of this case, we do not deem it needful to express any opinion upon that question, and we wish to be distinctly understood as expressing none. We have disposed of the case on the assumption that the tax was legal and the sale regular.

The exceptions taken to the admission of testimony are wholly unimportant and immaterial, in the light we regard this case. The only exception which had any bearing upon any important question submitted to the jury was, the admission of proof on the part of the plaintiff, that he had an open account with R. D. Cornwell, the plaintiff in the execution. Plaintiff by his bid of the sleigh, the same having been accepted by the sheriff and the plaintiff in the execution, became a debtor to such plaintiff for the amount of his bid. The plaintiff by crediting such amount on the execution discharged the defendant therein from such sum, and was estopped from denying payment of that sum by her. For the purpose of showing a fact, certainly not very important, how the matter was adjusted between the purchaser and the plaintiff in the execution, the judge permitted the fact that there was an open account between them to be proved. It was not material or important, and its admission is no ground for a new trial.

Upon a careful examination of the whole case, I am clearly of the opinion that it has been rightly disposed of, and that the judgment should be affirmed with costs.

PORTER, J., took no part in the decision; all the other judges concurring.

Judgment affirmed.

SOCIETIES AND INSTITUTIONS.

ARTICLED CLERKS' SOCIETY.

At a meeting of this society, held in Clement's Inn Hall, last Wednesday evening, with Mr. H. E. Stenning in the chair, it was moved by Mr. T. W. Drummond "that the Representation of the People's Act, 1867, should be accepted by all parties as a satisfactory settlement of the Reform question." The motion was ably opposed by Mr. Eenn Davis, and after a spirited and animated discussion, carried by a large majority.

SOLICITORS' BENEVOLENT ASSOCIATION.—Lord Justice Lord Cairns will take the chair at the anniversary dinner of the association this year, to be held in June next, at Willis's Rooms.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

Thursday, the 23rd January, is the day appointed for the examination of persons under articles of clerkship to attorneys. Candidates for examination are to attend on that day at half-past nine in the forenoon, at the Hall of the Incorporated Law Society, Chancery-lane. The examination will commence at ten o'clock precisely, and close at four o'clock.

Articles, &c., must be left with the secretary on or before Friday, the 3rd January; and in case articles and testimonials of service have been already deposited, they should be re-entered, the fee paid, and the answers completed on or before the 3rd instant.

Candidates applying to be examined under the 4th section of the Attorneys' Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with the articles, &c., on or before the 3rd January.

FINAL EXAMINATION.

Tuesday, the 21st, and Wednesday, the 22nd January, are the days appointed for the examination of persons applying to be admitted attorneys. Candidates for examination are to attend on those days at half-past nine in the forenoon of each day, at the Hall of the Incorporated Law Society, Chancery-lane. The examination will commence at ten o'clock precisely, and close at four o'clock.

Articles of clerkship, &c., must be left with the secretary on or before Friday, the 10th January. If the articles were executed after the 1st January, 1861, the certificate of having passed the intermediate examination should be left at the same time; and in case articles and testimonials of service have been already deposited, they should be re-entered, the fee paid, and the answers completed on or before the 10th January.

Candidates applying to be examined under the 4th section of the Attorneys' Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the Articles of Clerkship; and such questions, duly answered, must be left with the Articles, &c., on or before the 10th January.

Where the Articles have not expired, but will expire during the Term, or in the Vacation following such Term, the candidate may be examined conditionally; but the Articles must be left on or before the 10th January, and answers up to that time.

Candidates who have already proved to the satisfaction of the Examiners the ten years' antecedent service are not required to leave replies to the further questions again.

Fee, each Term, on Articles and Testimonials of service, 15s.;—not to be sent in Postage Stamps.

In other respects the regulations are exactly similar to those previously issued (e.g. 10 Sol. Jour. 169).

The installation of Lord Cairns as Chancellor of the University of Dublin is expected to take place on Shrove Tuesday, the 25th of February next.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, Jan. 3, 1868.

(From the Official List of the actual business transacted.)

GOVERNMENT FUNDS.

3 per Cent. Consols, 92½	Annuities, April, '65 12½
4½ per Cent. Account, 92	Do. (Red Sea T.) Aug. 1906
3 per Cent. Reduced, 91½	Ex Billa, £1000, per Ct. 20
New 3 per Cent., 91½	Do. £200, Do 28 p m
Do. 3½ per Cent., Jan. '94	Do. £100 & £200, 28 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 8½ per
Do. 5 per Cent., Jan. '72	Ct. (last half-year)
Annuities, Jan. '80—	Do. for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, —	Ind. Inf. Pr., 5 p Ct., Jan. '79,
Do. for Account	Do. 8½ per Cent., May, '79,
Do. 5 per Cent., July, '80 111½	Do. Debentures, per Cent.,
Do. for Account, —	April, '84 —
Do. 4 per Cent., Oct. '83 100	Do. Do. 5 per Cent., Aug. '73
Do. do. Certificate, —	Do. Bonds, 5 per Ct., £1000, 28 p m
Do. Enforced Fpr., 4 per Cent.	Do. do., do., under £1000, 28 p m

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	25
Stock	Caledonian	100	20½
Stock	Glasgow and South-Western	100	97
Stock	Great Eastern Ordinary Stock	100	30
Stock	Do., East Anglian Stock, No. 2	100	8
Stock	Great Northern	100	100½
Stock	Do., a Stock	100	110
Stock	Great Southern and Western of Ireland	100	28
Stock	Great Western—Original	100	44½
Stock	Do., West Midland—Oxford	100	30
Stock	Do., do.,—Newport	100	31
Stock	Lancashire and Yorkshire	100	123
Stock	London, Brighton, and South Coast	100	42½
Stock	London, Chatham, and Dover	100	12½
Stock	London and North-Western	100	114
Stock	London and South-Western	100	77
Stock	Manchester, Sheffield, and Lincoln	100	45½
Stock	Metropolitan	100	115½
Stock	Midland	100	104
Stock	Do., Birmingham and Derby	100	78
Stock	North British	100	24½
Stock	Do. 1866	100	115
Stock	North Staffordshire	100	64
Stock	South Devon	100	61
Stock	South-Eastern	100	67½
Stock	Taff Vale	100	136
10	Do., C	—	—

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of shares.	Dividend per annum	Names.	Shares.	Paid.	Price per share.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	28 0 0
4000	40 pc & bs	County	100	10 0 0	25 0 0
40000	5 pc & bs	Eagle	50	5 0 0	9 0 0
10000	7½ 2s 6d pc	Equity and Law	100	6 0 0	7 15 0
20000	7½ 2s 6d pc	English & Scot. Law Life	50	5 10 0	4 0 0
3700	5 per cent	Equitable Reversionary	165	—	11 0 0
4500	5 per cent	Do. New	80	8 0 0	43 15 0
5000	5 & 3 p m b	Graham Life	50	5 0 0	—
20000	5 per cent	Guardian	100	10 0 0	45 10 0
20000	5 per cent	Home & Col. Am., Ltd.	50	5 0 0	6 15 0
7500	24 per cent	Imperial Life	100	10 0 0	16 10 0
50000	6 per cent	Law Fire	100	3 10 0	5 0 0
10000	22½ per cent	Law Life	100	10 0 0	29 10 0
100000	10 per cent	Law Union	10	9 10 0	6 15 0
20000	9s 6d pr sh	Legal & General Life	50	5 0 0	7 10 0
20000	5 per cent	London & Provincial Life	50	4 17 6	4 10 0
45000	10 pc & bs	North Brit. & Mercantile	50	5 0 0	15 10 0
2500	12½ & bns	Provident Life	100	10 0 0	28 0 0
600223	20 per cent	Royal Exchange	Stack	All	202 0 0
—	6½ per cent	San Fire	—	All	175 0 0
4000	—	Do. Life	—	All	80 0 0

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

Transactions in all species of funds have been fairly throughout the week, and although, at the commencement of the week, there was a slight tendency to improvement in prices, this has not lasted; and all quotations are much as they were a week ago.

In the discount market the amount required for payments at the close of the year led to an increased demand for accommodation on Monday and Tuesday; but with the special cause which led to it, the increased demand has ceased.

In Railway Shares there is little doing, and no general improvement in prices.

ABOLITION OF THE TITLE OF AN ANCIENT CITY COURT.—To-day the title of the Sheriff's Court, which has existed for many years, ceases, and the processes issued to-morrow (New Year's Day) will bear the title of "The City of London Court." Very few persons are aware of the antiquity of the Sheriff's Court of the City of London, and it may not be uninteresting to quote the following extract from Mr. J. B. C. Harrison's "Practice of the Sheriff's Court of the City of London":—"The Sheriff's Court of London, as constituted by the London City Small Debts' Act, 1862, is the result of progressive legislation, and traces its descent from the Court of Conscience, first established in the City in the 9th of Henry VIII. In that year an act of Common Council was made: that the Lord Mayor and aldermen should monthly assign commissioners to hear matters between citizens and freemen of London in all cases where the debt or damage did not exceed 40s., and that act being found charitable in its operation and a relief to poor debtors, the power of the court was confirmed by an Act of Parliament of James I. The court was subject to frequent statutory amendments, but the administrations of its functions by commissioners continued down to the passing of the statute 10 & 11 Vict. c. 171." The business of the Sheriff's Court for the past year shows a marked increase upon that of the year 1866; the number of processes issued in 1866 being 11,825, and in 1867, 12,832, thus showing an increase of more than one 1000. Although the title of the court is altered the special privileges hitherto enjoyed by the Sheriff's Court are believed not to be destroyed, though the name of the court which has existed for so many years has been abolished.—*Standard*.

The Shropshire justices have been making a characteristic exhibition of themselves in connection with the recent murder case in that county. Mr Caswell, the police superintendent, noticed a heap of manure standing suspiciously apart in a different part of the field from where the prisoner, had been working, and found that it covered a pool of blood. From this he inferred that there the murder had been committed. Following the path along which the body had been dragged from this spot to the hovel where it was discovered, he was led by the slight traces of blood to conclude that the body had been left in the field all Sunday night, and that the murderer, whoever he was, had returned to remove it the next morning. Therefore he examined the trousers which the prisoner wore on the Monday, and there were stains of blood on them. In thus completing the chain of evidence, link by link, Caswell showed a degree of logical acumen and discrimination which we fear is rather exceptional in the police force; but your English justice of the peace does not like to have matters made too clear for him. He resents as an affront to his dignity being thus shut up to one obvious conclusion. So the three gentlemen on the bench began to doubt whether Caswell's evidence should be entered on the depositions, as "they were not able to see very clearly what it had to do with the question at issue." But after vindicating their independence, and rebuking the impertinent sagacity of the policeman, they ultimately permitted their clerk to include the evidence in the depositions. If the justices were dull, the prisoner was quite quick-witted enough to see the drift of Caswell's testimony, for he manifested a sudden interest in the proceedings, and muttered, "Ah, this will go against me worse than all, more's the pity!"—*Pall Mall Gazette*.

ETIQUETTE OF THE FRENCH BAR.—A Paris correspondent writes:—M. Nicolet, counsel for the Princess Metternich in a recent prosecution of the *Courrier Francais*, was placed in a situation of considerable embarrassment, a few days before the trial, by a message from Prince Metternich, requesting him to call at the Austrian Embassy to talk over the affair. The etiquette of the French, as of the English Bar, is that a counsel does not wait upon his client, but that the client must wait upon him. M. Nicolet convoked a special meeting of the counsel of the order of advocates, of which he is a member, to advise him whether, in the case of such a high personage as the Austrian Ambassador, he could make an exception to the rule. The council was unanimously of opinion that there was no reason to depart from established usage. Prince Metternich being informed of the difficulty, sent a card with the corner turned down to M. Nicolet, assuming, I suppose, that the barrister could not fail to return the personal visit. I do not know the sequel of the story, but it occurs to me that if M. Nicolet sent the Prince a card also turned down, he would have done all that politeness required.—*Daily Paper*.

POLICE IN TOWNS.—The last annual return of the numbers of the police shows that in 1866 the police in the city of London, officers and men, were 699, being one to every 147 of resident population. In the metropolitan police district the number was 6,839, being one to every 500 of resident population, not reckoning the 739 dockyard police. The cost of the city police for the year was £80,123, and of the metropolitan police, £574,457. In Liverpool the police force was 1,100 in number, or one to every 440 inhabitants; the cost for the year was £76,844. In Manchester the number was 674, or one to 532 inhabitants, and the cost, £41,936; in Salford, 112, or one to 1,008 inhabitants, and the cost, £7,820. In Birmingham the force was 377 strong, or one to 691; and the cost £26,119. In Leeds, 270, or one to 846;

the cost, £17,675. In Sheffield, 245, or one to 891; the cost, £14,875. In Bristol, 303, or one to 540; the cost, £19,854. In Newcastle, 154, or one to 794; the cost, £12,362. In Hull, 162, or one to 692; the cost, £10,546. In many of the smaller towns, which maintain a separate force, the police are not one to 1,000 of population, and the total number is, therefore, considerable. Some of the small boroughs present in the return almost the caricature of a force; Bodmin is returned as having a police force of three for its 4,500 inhabitants; Berwick five for its 13,000. The average for all England, town and country, is one to 894 of the estimated population. In these calculations the number of the police "establishment" is taken, and not the actual number on any particular day; and therefore where there were any vacancies the force is to that extent over-estimated. By the number of inhabitants is meant the number of persons sleeping in the town; persons resident during the business hours of the day, but sleeping out of the town, are not counted. In the city of London the resident population in the day is more than double that of the night; and the police force is only one to every 406 of the resident population in the daytime.

A law, striking the word "white" from every law in the District of Columbia, has been passed by both Houses of Congress, by a strict party vote, and submitted to the President.

Archdeacon Denison has taken the Archbishop of Armagh to task for having, in a letter to a Presbyterian clergyman, the Rev. J. M'Alister, said that an Established Church like the Presbyterian Kirk of Scotland, and like the branch of that institution which is endowed in Ireland, was very far from his idea of a sect. Mr. M'Alister had written to the Archbishop to inquire whether, in an expression in his charge about "the sects which are at once the weakness and the reproach of the Reformation," he included the Presbyterians. The Archbishop, replying to Dr. Denison, complains that both he and Mr. M'Alister have drawn inferences from his letter which cannot fairly be extracted from it, and he denies that his words will bear the interpretation put upon them by the archdeacon, that establishment or non-establishment makes the difference between a Church and a sect. He does not stop here, however, but reminds the archdeacon that the Church of England has deliberately recognized as Churches various bodies of Christians which have adopted the Presbyterian form of government. "In the Convocation of the province of Canterbury in 1689, the Upper and Lower Houses joined in an address to the King, the wording of which was most carefully weighed, as the journals of the Convocation bear witness. In this document they say, 'We doubt not that the interest of the Protestant religion in all other Protestant Churches, which is dear to us, will be the better secured under your Majesty's government and protection' (Cordwell's Synodalia, p. 698). Nor was this a solitary instance of the Convocation thus expressing itself with respect to foreign Protestants who were not under the government of bishops. In 1705, the Upper House framed and sent down to the Lower House an address to the Queen, in which reference was made to the fact that 'several of the foreign Churches' are endeavouring to accommodate themselves to our Liturgy and Constitution." Then the Lower House (the members of which were certainly not Low Churchmen) replied in a letter to the Upper House, 'Nor can they admit taking notice of the present endeavours of several reformed Churches to accommodate themselves to our Liturgy and constitution mentioned in the late address sent down by your Lordships.' They also add that 'they propose to your Lordships' consideration what fit methods may be taken by this Synod for inviting and inducing the pastors of the French Protestant Churches among us to use their best endeavours with their people for an universal reception of our Liturgy.' These extracts show how your own Convocation of Canterbury has spoken upon the subject in question. Let me now refer you to the language used and the opinions expressed by some of the great divines of the Church of England. Hooker, in his 'Ecclesiastical Polity' does not hesitate to speak of 'Reformed Churches abroad,' 'Churches which are without Episcopal regiment,' and 'the Church of Geneva,—thus giving without reserve the title of Church to Presbyterian bodies.' The most rev. prelate cites further authorities for his conclusion, and adds, 'I believe this to be a sound as well as a charitable judgment, and that the opinion which I expressed to Mr. M'Alister is in conformity with it. If, then, I have erred in calling the Presbyterians a Church, I have erred in common with the great men whose remarkable declarations I have recited.'—*Pall Mall Gazette*.

An amendment proposed to certain clauses of the Army Organization Bill has given rise to an animated debate in the Legislative Body. The purport of the amendment was to compel persons born in France, of foreign parents, to serve either in the regular army or in the Foreign Legion; and the movers spoke very warmly against the privilege enjoyed by the immigrants of divers nations, who they allege number more than 650,000, whereas, also, according to them, French emigrants in these countries are comparatively few. M. des Rotours, one of the movers, reminded the Chamber of what occurred during the revolutionary period of 1848, when the population (whose cry, by the way, was all for Fraternity) demanded the immediate expulsion of strangers, on the ground of the exemption

from military servitude which they enjoyed. M. des Rotours is mistaken as to the real cause of that outcry. Exemption from military service had little, or, indeed, nothing to do with it. The thought of military exemption never entered the heads of those partisans of Liberty and Fraternity when they compelled the manufacturers of Rouen and its neighbourhood to discharge the English workmen employed by them, as well as the labourers on the Dieppe railway; and they applied the same interpretation of brotherhood to the Germans, Belgians, Savoyards, and others. The motive was simply jealousy of the superior qualification of the foreign workmen, and nothing more. It was, as a journal truly remarks, precisely the same motive that influenced the manufacturers in demanding the prohibition of foreign products by way of protection to national industry. M. Brame observed that the question of foreign residents or immigrants had become more serious since the frequency of international relations from the facility afforded by railroads. There are far more foreigners in France now than there were in the beginning of the century, and probably they will continue to increase; whereas it is more than doubtful that there is a corresponding increase of French population in foreign countries. If the obligation be imposed on the sons of foreigners in France to serve in the Foreign Legion or in the regular army, there is reason to apprehend that, by way of reprisal, Frenchmen may be forced to serve in other countries, and they will be thus discouraged from settling there. The Minister of War and M. Gressier, the reporter of the Commission, showed that the adoption of the amendment would diminish very slightly the evil for which it was proposed as a remedy. The Minister of Justice, M. Baroche, promised that the question involved in the amendment should be carefully examined in all that related to foreigners born in France who persisted in preserving their character as foreign to the second generation. He observed that the Chamber must not be surprised that he, as Minister of Justice, interposed in the present discussion. M. des Rotours demanded that the amendment should be submitted to the Commission; but that could not prejudice the possible solution of a question which was purely civil. The amendment had no application to the Foreign Legion, inasmuch as foreigners could now serve in that corps without any other condition than their own consent, and consequently there would be nothing gained on that point by the amendment. The Foreign Legion was composed only of volunteers, and evidently these cannot be forced to enlist in it. He was of opinion that they could not modify in this incidental manner, and by a military law, the 9th Article of the Code Napoleon and the law of 1851. The question of nationality was a very serious one, and the principle of the law of 1832 on the army would be equally infringed by it. The second Article of that law specified that no person not a Frenchman can belong to the French army. The question was whether a foreigner born in France of the first or the second generation should be considered as a Frenchman against his will. It was, he repeated, one of serious import. The Minister of War had put to the Ministers of Foreign Affairs, of the Interior, and of Justice, whether, in a general point of view, as well as in the particular case of recruiting, it would not be expedient to modify the 9th Article of the Code Napoleon and the law of 1851. The 9th Article of the Code Napoleon says:—"Every individual born in France of a foreigner may within the year following the period of his majority claim the quality of a Frenchman, provided, in case of his continuing to reside in France, he declares that his intention is to fix his domicile there; and in case of his residing in a foreign country, he makes his submission of fixing in France his domicile, and establishes it there in the year counting from such act of submission." The minister of justice added:—"We shall examine whether there are grounds for submitting a project of modification to the Chamber; but for the present we cannot give our assent to transmitting to the Commission on the Military Law an amendment which would profoundly change one of the rules of our civil legislation." M. des Rotours observed that, in consequence of the observations of the Minister of War and the Minister of Justice, he should withdraw the amendment, and expressed at the same time his desire of a speedy solution of the question. The amendment was withdrawn.

A MAYDEN SESSION.—At the Salisbury Quarter Sessions, just held, there was not a single prisoner for trial. The Mayor of the city (Mr. S. Eldridge) had therefore the pleasing duty of presenting the Recorder (Mr. J. D. Chambers), the clerk of the peace, and the governor of the gaol with a pair of white kid gloves each, according to custom on occasions of this sort. The Recorder, in addressing the grand jury, said that he had read the other day in *The Times* that Wiltshire was one of the best educated counties in England, and it was highly satisfactory to learn therefore that the decrease of crime had been in proportion to the spread of education.

THE FONTAINEBLEAU MURDER.—The woman Frigard, who was convicted of the mysterious murder in the Forest of Fontainebleau, but whose sentence was reprieved on account of her

being *enceinte*, gave birth to a child on December 27, in the prison at Melun. It is stated that she exhibited no sign of affection towards the infant, and did not even ask to see it. The mother named the child Louise-Pauline. She was not permitted to nurse her infant, but it was removed by order of the minister to the *Aspserie* of Melun. The report circulated in some of our contemporaries a few weeks since as to Frigard having given birth to twins was wholly unfounded.

The United States Senate has voted to omit henceforth the title of "honourable" which has always been affixed to the name of each senator in the journals and in the official papers of that body.

THE ST. ALBAN'S CHURCH CASE.—Sir R. J. Phillimore, the Dean of Arches, has appointed the 9th inst. for the further hearing of the St. Alban's Church case. Mr. Stephens, Q.C., having opened the case on behalf of Mr. Martin, the promoter of the suit; Mr. Coleridge will proceed on the same side on the first day of the resumed hearing.

The installation of Lord Cairns as Chancellor of the University of Dublin is expected to take place on Shrove Tuesday, the 26th Feb. next.

The *Belfast Newsletter* states that there is no foundation for the report that the Government had abandoned the prosecutions under the Party Processions Act now pending in the county of Down.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HOWARD.—On Dec. 23, at Devonshire-terrace, Hyde-park, the wife of Charles Howard, Esq., Barrister-at-Law, of a daughter.

LLOYD.—On Dec. 27, at Rhyddaly, near Rhayader, the wife of R. Lewis Lloyd, Esq., Barrister-at-Law, of a daughter.

WILLIAMS.—On Dec. 29, at St. George's-road, S.W., the wife of Watkin Williams, Esq., Barrister-at-Law, of a son.

MARRIAGES.

BROOKSBANK.—CAREY.—On Dec. 26, at the Town Church, St. Peter Port, Guernsey, Thomas Brooksbank, Esq., Barrister-at-Law, of the Inner Temple, to Beatrice, daughter of Sir Stafford Carey, Balliol of Guernsey.

MILLAR.—PHILLIPS.—On Dec. 21, at St. Stephen's, Westbourne-park, F. C. J. Millar, Esq., Barrister-at-Law, of the Inner Temple, to Clara L., daughter of Mr. R. Phillips, F.R.C.S., of Leinster-square, Hyde-park.

MONROE.—MOULE.—On Dec. 23, at St. Matthias's, Richmond, Surrey, J. Monroe, M.A., Esq., Barrister-at-Law, Dublin, to Lizette, daughter of Mr. J. W. Moule.

STREET.—WHEN.—On Dec. 27, at St. Giles's Church, John Bamfield Street, Esq., Barrister-at-Law, of Lincoln's Inn, to Marie, daughter of William Woid Wren, Esq., of Gower-street, Bedford-square.

YOUNG.—VALENTINE.—On Jan. 1, at St. Thomas's, Stepney, Charles Vernon Young, Esq., Solicitor of Arbour-square, Stepney, to Valentin Aymer Frampton, daughter of the Rev. W. Valentine, M.A., incumbent of St. Thomas's, Stepney.

DEATHS.

BLOXSOME.—On Dec. 26, at Babbacombe, South Devon, aged 67, Edward Bloxsome, Esq., Solicitor, of Dursley, Gloucestershire.

FARRANT.—On Dec. 24, at his residence, Martville, Llandudno, North Wales, aged 36, Robert Farrant, Esq., Solicitor.

LONDON GAZETTES.

Winding-up of Joint Stock Companies

FRIDAY, Dec. 27, 1867.

LIMITED IN CHANCERY.

Samuel Bastow and Company (Limited).—The Vice-Chancellor Malins has appointed Jan 21 at 12, at his chambers, to settle the list of contributories. Creditors are required on or before Jan 21, to send their names and addresses, and the particulars of their debts or claims to Edward Addis, Old Jewry. Tuesday, Feb 4 at 12, is appointed for hearing and adjudicating upon the debts and claims.

UNLIMITED IN CHANCERY.

County Life Assurance Company.—The Master of the Rolls, has by an order dated Nov 13, appointed Arthur Cooper, George St., Mansion-house, to be Official Liquidator. Creditors are required, on or before Jan 29, to send their names and addresses, and the particulars of their debts or claims to Arthur Cooper. Monday, Feb 18 at 11, is appointed for hearing and adjudicating upon the debts and claims.

COUNTY PALATINE OF LANCASTER.

Great Dinorben Mining Company (Limited).—The Vice-Chancellor has by an order dated Dec 20, appointed Adam Woodward, Manchester, and Robert Longdon, to be Official Liquidators. Creditors are required, on or before Jan 21, to send their names and addresses and the particulars of their debts or claims to Adam Woodward and Robert Longdon. Friday, Jan 24 at 11, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Dec. 31, 1867.

LIMITED IN CHANCERY.

Great Dinorben Mining Company (Limited).—The Vice-Chancellor

has by an order dated Dec 20, appointed Adam Woodward, Manchester, Robert Longdon, Manchester, to be Official Liquidators. Creditors are required on or before Jan 21, to send in their names and addresses and the particulars of their debts or claims to Adam Woodward and Robert Longdon, Manchester. Friday, Jan 24 at 11, is appointed for hearing and adjudicating upon the debts and claims.

London Quays and Warehouses Company (Limited).—By an order dated Dec 21, it was ordered that the voluntary winding up of the above company be continued. Lawrence, Lincoln's-inn-fields, solicitor for the petitioners.

Life, Investment, Mortgage, and Assurance Company (Limited).—Vice-Chancellor Stuart ordered on Dec 20, that the voluntary winding up of the above company be continued; and it is ordered that the petitioners and the company be allowed their costs of and relating to the petition out of the assets of the company.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Dec. 27, 1867.

Alymer, Geo, Fincham, Norfolk, Gent. Jan 23. Alymer v Alymer, M. R.
Turpin, Chas, Church-row, Newington, Gent. Jan 21. Blackborne v Blackborne, V. C. Stuart.
Blackth, Alice, Westoning St Mary's, Lincoln, Widow. Jan 31. Stocken v Toynce, V. C. Wood.
Coleman, John, Westbury, Wilts, Pawnbroker. Jan 23. Warman v Zeal, V. C. Wood.
Lines, John, Lower Phillimore-pl, Kensington, Agent. Jan 13. Lines v Lines, V. C. Malins.
Maroon, Andrew, Swaffham, Norfolk, Attorney. Jan 27. Finch v Maroon, V. C. Wood.
Saul, Wm, Acton. Jan 9. Saul v Brown, M. R.
Star of Ceylon. Feb 31. Seany v Briges, V. C. Wood.

TUESDAY, Dec. 31, 1867.

Orme, Thos, Meer Town, Stafford, Yeoman. Jan 30. Storer v Orme, M. R.
Smith, John, Birm, Solicitor. Jan 31. Corns v Smith, V. C. Malins.
Parker, John, Upper Holloway, Gent. Jan 17. Fletcher v Parker, V. C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 27, 1867.

Aldridge, Chas, Ira Fredk, Hamlet-rd, Upper Norwood, Tragedian. Feb 3. Gosset Coleman-st.
Alexander, Mary Watts, Malmesbury, Wilts, Bookseller. Feb 1. Handy, Malmesbury.
Ashbee, Robt, Twickenham. Feb 19. Mossop, Ironmonger-lane, Chesham.
Barton, John, Rose-house, Stoke Newington-common. Jan 31. Morris & Co, Moorgate-st.
Dawson, Joseph, Repton, Derby, Gent. Jan 30. Fisher, Ashby-de-la-Zouch.
Douglas, Rev Phillip Hy, Exeter. Feb 14. Ridsdale & Craddock, Gray's-inn-sq.
Hobbs, Geo, Barber's-st, Gloucester, Farmer. March 20. Daunchy, Wotton-under-Edge.
Ho wey, Mary Ann, Addison-rd, Notting-hill. Jan 28. Belfrage & Myddleton, Lincoln's-inn-fields.
James, Susan, Hereford, Widow. Jan 22. Humphys & Son, Hereford.
Keet, Edwin, Gravesend, Kent, Gent. March 1. Lyne & Holman, Austin-frars.
Littlejohn, Wm, Eddystone, Devon, Yeoman. Feb 1. Buse, Bideford.
Murrict, John, Bideford, Nottingham, Farmer. March 23. Stenton & Townsend, Southwell.

TUESDAY, Dec. 31, 1867.

Bense, Richd, Bath, Farmer. Jan 25. Snow, Cirencester.
Forster, Robt Thos, Southwell, Nottingham, Surgeon. March 25. Stenton & Townsend, Southwell.
Giffard, Edwd, Spring-grove, Midlx, Esq. Feb 1. Sheppard & Riley, Moorgate-st.
Higgs, Wm, Wotton St Mary, Gloucester, Gent. Feb 12. Brotherton, Gloucester.
Leonard, Miles, Rockstows, Gloucester, Mealman. April 1. Vizard & Co, Dursley.
Powell, John, The Clive, Salop, Farmer. Feb 6. Backer.
Reynell, Louisa, Commercial-rd, Fimlico, Widow. Feb 1. Singleton & Tattershall, St James-st, Bedford-rd.
Roach, John, Staple Hill, Gloucester, Brick Maker. May 5. Bush & Ray, Bristol.
Smith, Wm, Kilpayson, Pembroke, Gent. Feb 1. Sheppard, Wells.
Spears, Fredk, Lpool, Gent. Jan 28. Teebay & Lynch, Lpool.
Wilson, Wm, Lpool, Paint Manufacturer. Feb 20. Houghton, Lpool.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Dec. 27, 1867.

Anstin, John, Flank-row, Pimlico, Builder. Dec 21. Asst. Reg Dec 28.
Beckett, Thos Green, Southport, Lancaster, Hotel Keeper. Dec 20. Comp. Reg Dec 26.
Bennett, John, Manoh, Innkeeper. Nov 30. Comp. Reg Dec 27.
Brooks, Thos, Burnley, Lancaster, Manufacturer. Dec 6. Asst. Reg Dec 27.
Bromhead, Joseph Sykes, South-grove, Peckham, Gas Engineer. Dec 17. Comp. Reg Dec 23.
Burrell, Chas, Liverpool-rd, Islington, Comm Agent. Dec 10. Comp Reg Dec 27.
Button, Helen, Cheetham, Manch, Grocer. Dec 19. Comp. Reg Dec 27.
Cheverton, Jas, Newport, Hants, Shoemaker. Dec 16. Asst. Reg Dec 26.
Collins, Wm, Mossley, Wortcator, Comm Agent. Dec 9. Comp. Reg Dec 26.

Corlett, Thos Arthur, Exeter, Accountant. Nov 27. Comp. Reg Dec 26.
Cundall, Richd, Norwich, Draper. Nov 30. Comp. Reg Dec 26.
Davis, Thos Wm, Colchester, Essex, Bootmaker. Dec 21. Comp. Reg Dec 27.
Ellis, Wm, Carlisle, Skinner. Dec 17. Comp. Reg Dec 24.
Flewitt, Saml, Brighton, Bootmaker. Dec 21. Comp. Reg Dec 24.
Girling, Mary Ann, High-st, Shoreditch, Tobacconist. Dec 24. Comp. Reg Dec 27.
Hardie, Anne, & Wm Richd Hardie, Wood-st, Warehouseman. Nov 23. Comp. Reg Dec 26.
Haywood, John, Three Colt-st, Limehouse, Grocer. Dec 27. Comp. Reg Dec 27.
Ingman, Richd, Boughton, Chester, Grocer. Dec 18. Asst. Reg Dec 27.
Kendall, Theophilus, Chadwell-heath, Essex, Grocer. Dec 4. Comp. Reg Dec 24.
Litson, John, Mountain Ash, Glamorgan, Greengrocer. Dec 11. Comp. Reg Dec 27.
McLennan, Alexander, Diphford, Devon, Contractor. Dec 17. Comp. Reg Dec 26.
Neve, John, High-rd, Lee, Draper. Dec 12. Asst. Reg Dec 24.
Searle, Caleb, Leeds, Leather Seller. Dec 23. Comp. Reg Dec 24.
Stater, Hy, Salford, Lancaster, Labourer. Dec 2. Comp. Reg Dec 27.
Thompson, Wm, Plymouth, Devon, Umbrella Maker. Dec 15. Comp. Reg Dec 27.
Tonge, John Richd, Kingston-upon-Hull, Paper Hanger. Dec 2. Asst. Reg Dec 27.
Walker, Jacob, Altrincham, Chester, Licensed Victualler. Dec 13. Asst. Reg Dec 23.
Weatherley, Geo, Liverpool-st, Bishopgate-st, Coffee House-keeper. Dec 24. Comp. Reg Dec 26.
Windust, Chas, Townsend-villa, Richmond, Gent. Nov 29. Comp. Reg Dec 24.

TUESDAY, Dec. 31, 1867.

Ansell, Moss, Steward-st, Spitalfields, Shoe Manufacturer. Dec 6. Asst. Reg Dec 31.
Attey, Wm, Sunderland, Durham, Shipowner. Dec 21. Comp. Reg Dec 31.
Bewick, Spark, Newcastle-upon-Tyne, Chemist. Dec 11. Asst. Reg Dec 31.
Bielefeld, Julius Martin, Belmont-st, Haverstock-hill, out of business. Dec 19. Comp. Reg Dec 27.
Blackburn, Joseph, Kingston-upon-Hull, Woollen Draper. Dec 18. Comp. Reg Dec 30.
Branshaw, Wm, Wright, Apperley-bridge, York, Innkeeper. Dec 20. Comp. Reg Dec 28.
Bull, Hy Wm, Beecham-walk, Hoxton, House Decorator. Dec 22. Comp. Reg Dec 31.
Butler, Edward, Birkenhead, Chester, Baker. Dec 14. Comp. Reg Dec 30.
Camm, Geo, Nottingham, Bootmaker. Dec 28. Comp. Reg Dec 31.
Carrick, Thos, Regent-st, Piccadilly, Photographer. Dec 23. Comp. Reg Dec 31.
Carruthers, Robt, Lpool, Draper. Dec 26. Comp. Reg Dec 30.
Clarke, Fredk, Taddington, Bedford, Chemist. Dec 3. Comp. Reg Dec 30.
Cox, Geo, Bourton, Oxford, Farmer. Dec 6. Comp. Reg Dec 23.
Currie, David, Newcastle-upon-Tyne, Draper. Dec 21. Asst. Reg Dec 31.
Dally, Jas, Mount-st, Grosvenor-sq, Horse Dealer. Dec 12. Comp. Reg Dec 31.
Davies, Edwd, Shrewsbury, Salop, Farmer. Dec 2. Comp. Reg Dec 25.
Downing, Mary, Oaken-gates, Salop, Milliner. Dec 13. Asst. Reg Dec 25.
Emanuel, Philip, Angel-st, Stoney-lane, General Dealer. Dec 11. Comp. Reg Dec 30.
Feast, Robt Walton, Epping, Auctioneer's Clerk. Dec 14. Comp. Reg Dec 31.
Fitz Gerald, Chas, Gort House, Petersham, Gent. Dec 28. Comp. Reg Dec 31.
Forster, Wm, Robinson, Hestorage, Tonbridge, Kent, Farmer. Dec 28. Comp. Reg Dec 31.
Frost, Thos, Towcester, Northampton, Baker. Dec 23. Asst. Reg Dec 31.
Fulthorp, Geo, Leadenhall-st, Iron Merchant. Nov 29. Asst. Reg Dec 26.
George, Jas, St John's-villas, Richmond, Gent. Dec 21. Comp. Reg Dec 31.
Grummill, Geo, Kingston-upon-Hull, Corn Merchant. Dec 12. Comp. Reg Dec 30.
Hardy, Wm, Sheffield, Brush Maker. Dec 9. Asst. Reg Dec 30.
Hill, John, Sheffield, Coal Merchant. Dec 3. Asst. Reg Dec 30.
Holt, Jude, Burnley, Blacksmith. Dec 6. Asst. Reg Dec 31.
Howard, Wm, & Joseph Howard, Worthing, Sussex, Coal Merchant. Dec 20. Comp. Reg Dec 28.
Isherwood, Wm, Bolton, Lancaster, Pawnbroker. Dec 19. Asst. Reg Dec 28.
Lawson, Wm, Bilderstone, Suffolk, Grocer. Dec 6. Comp. Reg Dec 31.
Macneill, Sir John Benj, Cockspur-st, Knight. Dec 20. Asst. Reg Dec 31.
Markwell, Joseph, Brownlow-rd, Dalston, Builder. Dec 24. Comp. Reg Dec 31.
Metcal, Saml, Market Rasen, Lincoln, Common Brewer. Dec 13. Comp. Reg Dec 28.
Milton, Fredk, Luton, Bedford, Boot Maker. Dec 3. Comp. Reg Dec 28.
Moore, Geo, John, Montpelier-rd, Queen's-rd, Peckham, House Decorator. Dec 17. Comp. Reg Dec 31.
Perry, John, Halesowen, Worcester, Nail Manufacturer. Dec 4. Comp. Reg Dec 28.
Plekering, Thos Richd, Lpool, Licensed Victualler. Dec 27. Comp. Reg Dec 31.
Probert, Wm, Newbridge-on-Wye, Radnor, Shoemaker. Dec 4. Asst. Reg Dec 29.

Prescott, Fras. & Wm Seed, Manoh, Spindle Makers. Dec 6. Comp. Reg Dec 31.
 Bannister, Cupley, Halifax, York, Printer. Dec 31. Comp. Reg Dec 31.
 Redford, John, Tashbrook-st, Milmo, Stationer. Dec 18. Comp. Reg Dec 31.
 Heyrold, Robt, Canteen, St John's Wood, Barracks, Beer Retailer. Dec 22. Comp. Reg Dec 31.
 Robinson, Wm, Edw, Durham, Joiner. Dec 11. Comp. Reg Dec 31.
 Binks, Wm, Piffeld-st, Hoxton, Tailor. Dec 2. Asst. Reg Dec 31.
 Radcliffe, Edwin, and Wm Sandless, Manch, Printers. Dec 30. Comp. Reg Dec 31.
 Shaw, Edward Ell, Hanley, Stafford, Bootmaker. Dec 30. Comp. Reg Dec 31.
 Steel, John Forster, Newcastle-upon-Tyne, Grocer. Dec 19. Asst. Reg Dec 31.
 Southwood, John, Bartholomew-cloze, Hay Salesman. Dec 11. Comp. Reg Dec 31.
 Spoon, John Utley, Santon Carew, Durham, Brewer. Dec 4. Asst. Reg Dec 31.
 Stanford, Geo, St. Leonard's-on-Sea, Sussex, Tailor. Dec 14. Comp. Reg Dec 31.
 Stinger, Saml, Manoh, Attorney-at-Law. Dec 24. Comp. Reg Dec 31.
 Underwood, Fredk, Harwood-st, Camden-town, Leather Seller. Dec 20. Comp. Reg Dec 31.
 Wall, Richd, Belbroughton, Worcester, Corn Dealer's Assistant. Dec 24. Comp. Reg Dec 31.
 Webster, John, Rochester, Surrey, Grocer. Dec 10. Asst. Reg Dec 31.
 Wells, Joseph, Birm, Grocer. Dec 27. Comp. Reg Dec 31.
 Wells, Thos, Leicester, Leather Merchant. Dec 6. Comp. Reg Dec 31.
 Williams, Hy, Tokenhouse-yard, Solicitor. Dec 28. Comp. Reg Dec 31.
 Williams, Fredk, Leeds, Innkeeper. Dec 18. Asst. Reg Dec 31.
 Willie, Geo Goodman, Beaufort-villas, Angel-rd, Brixton, Wholesale Stationer. Nov 26. Comp. Reg Dec 31.
 Wilcock, Wm Howard Fort, St Stephens, Cornwall, Mining Agent. Dec 11. Comp. Reg Dec 31.
 Wilson, Joseph Michael, Manch, Cotton Manufacturer. Dec 27. Comp. Reg Dec 31.

Bankrupts.

FRIDAY, DEC. 27, 1867.
 To Surrender in London.

Avery, Wm West, Prisoner for Debt, Reading. Pet Dec 20. Jan 27 at 11. Empson, Moorgate-st.
 James, Chas Thos, Wells-st, Albany-rd, Camberwell, Wheelwright. Pet Dec 23. Jan 27 at 11. Morris, Leicester-sq.
 Barnett, Wm, High-st, Newington Butts, Boot Maker. Pet Dec 24. Roche. Jan 6 at 12. Neale, Kennington-ph-rd.
 Dore, Geo Gedney, Church-rd, Camberwell, Attorney's Clerk. Pet Dec 24. Jan 27 at 1. Pope, Gt James-st, Bedford-row.
 Edington, Edwin Thos, King's-pl, Commercial-rd East, Auctioneer. Pet Dec 21. Pepsys. Jan 16 at 12. Parkes, Beaufort-bldgs, Strand.
 Ford, Jas, Margate, Kent, Tobaccoist. Pet Dec 21. Jan 27 at 12. Bales, Old Broad-st.
 Fry, Dani Hy, Mark-lane, Comm Agent. Pet Dec 23. Pepsys. Jan 16 at 2. Mackenzie & Co, Old-broad-st.
 Greenwood, Wm Jennett, Prisoner for Debt, Maidstone. Adj Dec 18. Pepsys. Jan 16 at 3.
 Isham, Geo, Prisoner for Debt, London. Adj Dec 17. Pepsys. Jan 16 at 3.
 Lison, Chas, Gt St Helens, General Merchant. Pet Dec 13. Roche. Jan 6 at 12. Beard, Basinghall-st.
 Long, Edwd Fox, Prisoner for Debt, Norwich. Adj Dec 17. Jan 27 at 12.
 Lyon, Geo, Prisoner for Debt, London. Adj Dec 18. Pepsys. Jan 16 at 11.
 Mear, John Wood, St John's-common, Burgess-hill, Sussex, Licensed Victualler. Pet Dec 13. Roche. Jan 6 at 11. Linklaters & Co Walbrook.
 Osh, Alex, Brompton-sq, Brompton, Wine Merchant. Pet Dec 23. Jan 27 at 1. Pittman, Upper Stamford-st.
 Paineau, Wm, Bromley, Middx, Manufacturing Chemist. Pet Dec 24. Pepsys. Jan 16 at 2. Mardon, Newgate-st.
 Priddy, Robt, Wurttemberg-st, Clapham, out of business. Pet Dec 23. Roche. Jan 6 at 11. Harris, Wellington-st, London-bridge.
 Purcell, Joseph Edwd Hy, Yarmouth, Suffolk, Fish Merchant. Pet Dec 23. Pepsys. Jan 16 at 12. Linklaters & Co, Walbrook.
 Rabinstein, Salomon, Fasset-st, Greenwood-rd, Dalston, General Merchant. Pet Dec 24. Jan 27 at 1. Steadman, London-wall.
 Braden, Chas Hy, Park-pl West, Regent's-pk, Lodging-house Keeper. Pet Dec 24. Jan 27 at 1. Scarth, Welbeck-st, Cavendish-sq.
 Taylor, Wm Buris, King's-ter, King's-rd, Hornetown, Baker. Pet Dec 24. Roche. Jan 7 at 1. Edwards, Bush-lane, Cannon-st.
 Toop, Job, Vincent-sq, Westminster, Cab Proprietor. Pet Dec 23. Pepsys. Jan 16 at 1. Marshall, Lincoln's-inn-fields.
 Tough, John, Prisoner for Debt, London. Pet Dec 20 (for pau). Pepsys. Jan 16 at 2. Dobie, Basinghall-st.
 Williams, Chas Foster, Prisoner for Debt, Winchester. Adj Dec 16. Pepsys. Jan 16 at 11.

To Surrender in the Country.

Bailey, John, & Edwd Bailey, Maplebeck, Nottingham, Farmers. Pet Dec 24. Tudor. Birm, Jan 7 at 11. Bolk, Nottingham.
 Barnes, Joseph, Kegworth, Leicester, Licensed Victualler. Pet Dec 24. Tudor. Birm, Jan 7 at 11. Deane, Loughborough.
 Bradshaw, Thos, Everton, nr Lpool, Butcher. Pet Dec 23. Hime. Lpool, Jan 10 at 3. Henry, Lpool.
 Brown, Hy, Eastham, Worcester, Clerk. Pet Dec 22. Hill. Birm, Jan 13 at 12. Hughes, Worcester.
 Brown, Hy, Prisoner for Debt, Durham. Adj Dec 11. Ingledew. Gateshead, Jan 7 at 11.
 Bull, Job Neal, Prisoner for Debt, Leicester. Adj Dec 10. Tudor. Birm, Jan 8 at 12. James & Griffin, Birm.

Cheeswright, Thos Lewis, Brighton, out of business. Pet Dec 22. Evershed. Brighton, Jan 11 at 11. Runcles, Brighton.
 Clegg, Walter, Nottingham, Lace Manufacturer. Pet Dec 24. Patchitt. Nottingham, Feb 8 at 10.30. Bolk, Nottingham.
 Coles, Geo, Cardiff, Glamorgan, Shipowner. Pet Dec 20. Langley. Cardiff, Jan 10 at 11. Davies, Cardiff.
 Coles, John, Cardiff, Glamorgan, Shipowner. Pet Dec 20. Langley. Cardiff, Jan 10 at 11. Davies, Cardiff.
 Coward, Addison, Irereth, Lancaster, Miner. Pet Dec 21. Festle-shire. Ulverston, Jan 6 at 10. Jackson, Ulverston.
 Day, John, Milford, Wils, Butcher. Pet Dec 24. Wilson. Salisbury, Jan 10 at 2. Bartrum, Bath.
 Dickson, John Farmerley, Prisoner for Debt, Leicester. Adj Dec 19. Tudor. Nottingham, Jan 7 at 11. Maples, Nottingham.
 Dyson, John, Rawcliffe, York, Bricklayer. Pet Dec 18. Wilson. Goolse. Jan 8 at 12. Harle, Leeds.
 Ellis, Ellen, Southport, Lancaster, Spinster. Pet Dec 21. Welaby. Ormakirk, Jan 7 at 10. Thomas, Southport.
 Fairs, Thos Christopher, Winkate Grange Colliery, Durham, Colliery Utrerman. Pet Dec 23. Greenwell. Durham, Jan 9 at 11. Brighal, Durham.
 Falter, Eugene Hy, Birm, Factor. Pet Dec 23. Hill. Birm, Jan 8 at 12. Southall & Nelson, Birm.
 Fletcher, Chas, Altrincham, Chester, Registered Lodging-house Keeper. Pet Dec 21, Southern, Altrincham. Jan 10 at 12. Fowden, Altrincham.
 Green, Wm, Hulme, Lancaster. Pet Dec 24. Harris. Manch, Jan 20 at 11. Stringer, Manch.
 Hammond, Edwd Hamilton Scarborough, York, Music Hall Proprietor. Pet Dec 17. Woodall, Scarborough.
 Handford, Wm, Loughborough, Leicester, Framework Knitter. Pet Dec 24. Brook. Loughborough, Jan 10 at 11. Deane, Loughborough.
 Harris, John, New Brompton, Kent, Labourer. Pet Dec 21. Acworth. Rochester, Jan 10 at 2. Hayward, Rochester.
 Hind, Wm, Carlisle, Hosier. Pet Dec 23. Halton. Carlisle, Jan 9 at 11. Wannop, Carlisle.
 Hobbs, Stephen, Melcombe Regis, Dorset, Coal Agent. Pet Dec 24. Andrews. Weymouth, Jan 10 at 11. Tisard, Weymouth.
 Houlden, Wm, Newhall, Sheffield, Steel Weller. Adj Dec 17. Wake. Sheffield, Jan 8 at 1.
 Ingate, Robert, Rumburgh, Suffolk, Miller. Pet Dec 23. Bras. Halesworth, Jan 7 at 12. Read, Halesworth.
 Keane, Wm, Westborough, Stafford, Timber Merchant. Pet Dec 23. Hill. Birm, Jan 8 at 12. Etworth, Wednesbury.
 Kirkbride, Isaac, Carlisle, Marble Mason. Pet Dec 24. Halton. Carlisle, Jan 10 at 11. Wannop, Carlisle.
 Lomas, Jas, Manch, Attorney. Pet Dec 23. Kay. Manch, Jan 14 at 9.30. Hodgson, Manch.
 Mace, Chas, Norwich, Draper. Pet Dec 24. Palmer. Norwich, Jan 14 at 11. Sudd, Norwich.
 Marshall, Robt, Everton, nr Lpool, Builder. Pet Dec 21. Lpool, Jan 10 at 12. Blackhurst, Lpool.
 Mayer, Jas, Penrynnyrd, Flint, Oil Manufacturer. Pet Dec 24. Lpool, Jan 10 at 12. Cartwright, Chester.
 Moore, Geo, Birm, Journeymen Baker. Pet Dec 23. Guest. Birm, Jan 10 at 10. Sargent, Birm.
 Parkes, Joseph, Walsall, Stafford, Commercial Clerk. Pet Dec 24. Walsall, Jan 23 at 12. Baker, Walsall.
 Parsons, Jas, Plymouth, Devon, Mason. Pet Dec 29. Pearce. East Stonehouse, Jan 11 at 11. Fowler, Fairford.
 Pitt, Wm, Brighton, Sussex, Upholsterer. Pet Dec 23. Evershed. Brighton, Jan 11 at 11. Mills, Brighton.
 Price, Thos, Lpool, Tailor. Pet Dec 24. Lpool, Jan 9 at 11. Best, Lpool.
 Reeve, Wm, Mildenhall, Suffolk, Farrier. Pet Dec 23. Read. Mildenhall, Jan 7 at 10. Bye, Soham.
 Sadler, Chas, Smith, York, Watchmaker. Pet Dec 18. Wilson. Goolse, Jan 9 at 12. Harle, Leeds.
 Scott, Wm, Middlesbrough, York, Auctioneer. Pet Dec 24. Crosby. Stockton-on-Tees, Jan 6 at 11.30. Dobson, Middlesbrough.
 Shipley, German, Wateford, Nottingham, Soda Water Manufacturer. Pet Dec 23. Tudor. Birm, Jan 7 at 11. Beccs & Harris, Birm.
 Sinclair, Geo, Fras, Chorlton-upon-Medlock, Manch, Comedian. Pet Dec 23. Kay. Manch, Jan 14 at 9.30. Mann, Manch.
 Sleightholm, John, Grosvenor, nr Whistly, York, Shoemaker. Pet Dec 24. Buchannan. Whistly, Jan 9 at 11. Hindmarsh, Whistly.
 Smith, John Kinsman, Leicester, Tailor. Pet Dec 23. Ingram. Leicester, Jan 11 at 10. Arnall, Leicester.
 Teale, John Clark, New Malton, York, Contractor. Pet Dec 24. Leeds, Jan 6 at 11. Mason, York.
 Toase, Edwd Dowdney, Chorlton-upon-Medlock, Manch, Comm Agent. Pet Dec 21. Kay. Manch, Jan 14 at 9.30. Crowther, Manch.
 Waterland, Geo, Grimsby, Lincoln, Shipbuilder. Adj Dec 17. Leeds, Jan 8 at 12.
 Wood, Chas, Prisoner for Debt, Leeds. Adj Dec 17. Leeds, Jan 9 at 11.

TUESDAY, DEC. 31, 1867.

To Surrender in London.

Banks, John, Prisoner for Debt, London. Adj Dec 31. Jan 20 at 12.
 Barnett, Bennett, Prisoner for Debt, London. Adj Dec 31. Murray. Jan 13 at 1.
 Barron, Chas Hy, Ewell, Surrey, Draper. Pet Nov 28. Murray. Jan 13 at 1. Lay, Poultry.
 Booth, Wm, Prisoner for Debt, London. Adj Dec 31. Jan 20 at 12.
 Canham, Thos, Vassal-rd, Brixton, Licensed Victualler. Pet Dec 31. Pepsys. Jan 16 at 12. Angell, Guildhall-yard.
 Chancellor, Hy, Prisoner for Debt, London. Adj Dec 31. Murray. Jan 13 at 12.
 Facey, Jas, Prisoner for Debt, London. Pet Dec 24 (for pau). Pepsys. Jan 16 at 1. Dobie, Basinghall-st.
 Hamilton, Wm, Prisoner for Debt, London. Adj Dec 19. Pepsys. Jan 23 at 12.
 Harvey, Thos, Prisoner for Debt, London. Adj Dec 21. Pepsys. Jan 22 at 12.
 Langley, Wm Saul, Prisoner for Debt, London. Adj Dec 21. Jan 22 at 12.

Lowe, Fredk, Prisoner for Debt, London. Adj Dec 21. Jan 29 at 12.
 Mara, Chas John, Prisoner for Debt, London. Adj Dec 21. Jan 29 at 1.
 Marshall, Robt Wm, Prisoner for Debt, London. Adj Dec 21. Murray. Jan 12 at 12.
 Mathew, Geo Felton, Prisoner for Debt, London. Adj Dec 21. Jan 22 at 12.
 Meacham, Geo, Prisoner for Debt, London. Adj Dec 21. Pepps. Jan 22 at 12.
 Rankin, Alfred, Philip-lane, Tottenham, Comm Agent. Pet Dec 27. Roche. Jan 15 at 11. Ashurst & Co, Old Jewry.
 Rodwell, Geo, Prisoner for Debt, London. Adj Dec 21. Murray. Jan 13 at 12.
 Rush, Edwd, Laxfield, Suffolk, out of business. Pet Dec 29. Pepps. Jan 23 at 12.
 Stevens, Jas, Prisoner for Debt, London. Adj Dec 21. Jan 29 at 12.
 Stewart, Raynham, City-rd, Coal Merchant. Pet Dec 26. Pepps. Jan 23 at 1. Dobie, Basinghall-st.
 Sahr, Heinrich Agen, & Karl Roseboom, High-st, Shadwell, Shipping Butchers. Pet Dec 27. Roche. Jan 15 at 11. Philp, Bucklersbury.
 Van Gelderen, Aldgate High-st, Cattle Salesman. Pet Dec 24. Pepps. Jan 16 at 2. Beard, Basinghall-st.
 Weaver, Eliza Ann, Bourneomouth, Hants, Widow. Pet Dec 27. Roche. Jan 15 at 11. Vizard & Co, Lincoln's-inn-fields.
 Wilson, Wm Cooper, Prisoner for Debt, London. Adj Dec 21. Jan 29 at 12.

To Surrender in the Country.

Bailey, Robt, Ipswich, Suffolk, Paper Hanger. Pet Dec 24. Pretyman. Ipswich, Jan 7 at 11. Birkett, Ipswich.
 Barnes, John, Keswick, Cumberland, Saddler. Pet Dec 16. Broatch. Keswick, Dec 30 at 11. Scott, Penrith.
 Bennett, Thos, Nottingham, Tobaccoist. Pet Dec 28. Patchitt. Nottingham, Feb 5 at 10.30. Belk, Nottingham.
 Bowden, Robt, Monkwearmouth, Durham, Painter. Pet Dec 23. Gibson. Newcastle-upon-Tyne, Jan 10 at 12. Steel, Sunderland.
 Coombs, Jas, Fisherton Anger, Wills, Shoemaker. Pet Nov 18. Wilson. Salisbury, Jan 10 at 2. Barkum, Bath.
 Coulter, Wm, Oxton-hill, Chester, Grocer. Pet Dec 29. Lpool, Jan 13 at 11. Pemberton, Lpool.
 Emerson, Joseph, Kingston-upon-Hull, out of business. Pet Dec 30. Phillips. Kingston-upon-Hull, Jan 11 at 11. Noble, Hull.
 Franklin, Stegfried, Moshrough, Derby, Hardware Dealer. Pet Dec 28. Leeds, Jan 15 at 12. Cutts, Chesterfield.
 Graham, Chas Joseph, Lpool, Grocer. Pet Dec 26. Lpool, Jan 14 at 11. Blackburn, Lpool.
 Horrex, Edwd, Prisoner for Debt, Bury St Edmund's. Adj Dec 16. Collins. Bury St Edmund's, Jan 14 at 11. Leech, Bury St Edmund's.
 Hughes, Thos, St Asaph, Flint, Grocer. Pet Dec 28. Sleson. St Asaph, Jan 20 at 12. Roberts, St Asaph.
 Jones, Thos, Gadlys, Glamorgan, Bootmaker. Pet Dec 24. Rees. Glamorgan, Jan 14 at 12. Rosser, Aberdare.
 Jones, John, Morthyr Tydfil, Glamorgan, Grocer. Pet Dec 28. Wilde. Bristol, Jan 11 at 11. Clifton, Bristol.
 Nolan, Jas, Cardiff, Glamorgan, Licensed Victualler. Pet Dec 10. Wilde. Bristol, Jan 10 at 11. Heard, Cardiff.
 Shortbridge, Richd, Plymouth, Devon, Plumber. Pet Dec 31. Exeter, Jan 13 at 12.30. Fowler & Cottman, Plymouth.
 Tookes, Thos, Ipswich, Suffolk, Fishmonger. Pet Dec 27. Pretyman. Ipswich, Jan 10 at 11. Pollard, Ipswich.
 Valter, Eugene Hy, Birm, Factor. Pet Dec 23. Birm, Jan 8 at 12. Southall & Nelson, Birm.
 Varley, Benj, Prisoner for Debt, Lancaster. Pet Dec 17. Harris. Manchester, Jan 14 at 11.

BANKRUPTCY ANNULLED.

TUESDAY, Dec. 31, 1867.

Salis, Geo Augustus Hy, Sleson-st, Knightbridge, Newspaper Correspondent. Dec 18.

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Dessert ditto	1 0 0	and 1 10 0	1 15 0	2 3 0	2 3 0	2 3 0
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